

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, April 2, 2008,
immediately following the
Special Call CRA Board Meeting
Lake Park Town Hall
535 Park Avenue

Desca DuBois	—	Mayor
Edward Daly	—	Vice-Mayor
G. Chuck Balus	—	Commissioner
Jeff Carey	—	Commissioner
Patricia Osterman	—	Commissioner
.....		
Maria V. Davis	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez	—	Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

F. PUBLIC and OTHER COMMENT

This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember, comments are limited to a TOTAL of three minutes.

G. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

- H. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located in the rear of the Chambers and give it to the Town Clerk. Cards must be submitted before the item is discussed.

For Approval:

- | | |
|---|-------|
| 1. Regular Commission Meeting Minutes of March 12, 2008 | Tab 1 |
| 2. Special Call Commission Meeting Minutes of March 19, 2008 | Tab 2 |
| 3. First Amendment to Town Manager Employment Agreement | Tab 3 |
| 4. Marina Mooring Pilings Contract Change Order #1 | Tab 4 |
| 5. Acquisition of Sanitation Trucks | Tab 5 |
| 6. Adjustment of Fee Structure for Rental Facilities | Tab 6 |
| 7. Notification of Great American Cleanup on April 19, 2008 | Tab 7 |
| 8. Proclamation Honoring National Public Works Week May 18-24, 2008 | Tab 8 |
| 9. Proclamation Arbor Day April 25, 2008 | Tab 9 |

I. **PUBLIC HEARING(S)**

ORDINANCE ON FIRST READING:

10. ORDINANCE NO. 04-2008 Evaluation and Appraisal Report-Based Amendment the Comprehensive Plan

AN ORDINANCE OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING THE EVALUATION AND APPRAISAL REPORT-BASED AMENDMENTS TO THE COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL TO REVIEW AGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Tab 10

J. **DISCUSSION AND POSSIBLE ACTION:**

- | | |
|--|--------|
| 11. Marina Renovation Grants Application | Tab 11 |
| 12. Palm Beach County League of Cities Designation of Voting Delegate & Alternates | Tab 12 |
| 13. Electronic Barrier Arms for Entrances/Exits at the Marina | Tab 13 |

K. **ADJOURNMENT:**

Consent Agenda

TAB 1

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 2, 2008

Agenda Item No.

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Regular Commission Meeting Minutes of March 12, 2008.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the Regular Commission Meeting of March 12, 2008.

Approved by Town Manager

W. Davis

Date:

3/25/08

Deputy Clerk

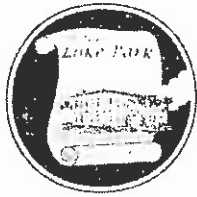
Jessica Stephens

Date of Actual Submittal

3/24/08

Originating Department: Town Clerk	Costs: \$ N/A Funding Source: Acct. #	Attachments: Application, memo
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Town Clerk <i>VM</i> <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <input checked="" type="checkbox"/> _____: Please initial one

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
March 12, 2008 7:38 p.m.

Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, March 12, 2008 at 7:38 p.m. Present were Mayor Castro, Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Attorney Thomas Baird, Town Manager Maria Davis and Town Clerk Vivian Mendez.

Vivian Mendez led the Invocation.

Mayor Castro led the Pledge of Allegiance.

Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

Discussion of an additional Commission Meeting on March 19, 2008 added.

Town Manager Maria Davis requested a Special Call Commission Meeting for March 19, 2008 to swear in the new Mayor. She also requested that the meeting begin at 8 p.m. and that the March 26, 2008 meeting be moved to April 2, 2008.

Motion: A motion was made by Commissioner Osterman to approve the Agenda as modified and the change to the March Commission Meetings; Vice-Mayor Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

PUBLIC and OTHER COMMENT

None

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Vice-Mayor Daly stated that the trip the Commission took to Tallahassee was worthwhile.

Commissioner Balius stated that he also enjoyed the trip to Tallahassee.

Commissioner Osterman stated that the representatives at the meeting in Tallahassee expressed how important it was for the Commission to be at the Meeting. The Palm Beach County Public Affairs called her and thanked her for being there. She stated that she has received positive feedback about the lobbyist that the Town has hired. She congratulated Town Manager Maria Davis and staff on the passing of the two referendum questions. She thanked the public for voting positively on the two referendums.

Commissioner Carey stated he believed that the Town's investment in a lobbyist will be beneficial to the Town.

Mayor Castro stated that he was excited about the referendum. He congratulated staff on the passing of the two referendum questions. He stated that the Town could move forward positively. He thanked the community for allowing him to serve as their Mayor for almost 8 years and to serve a total of almost 12 years on the Commission. He appreciated what the current staff has done for him as well as staff from the past. He thanked the Commission and the previous Commissions for allowing him to serve.

Town Attorney Thomas Baird wished Mayor Castro a "Happy Birthday" and "Happy Trails".

Town Manager Maria Davis wished Mayor Castro a "Happy Birthday" and "Farewell". She thanked him for appointing her to the position of Town Manager. She congratulated Desca DuBois as the Mayor-Elect and stated that she looked forward to working with her. She thanked voters for overwhelmingly voting to pass the two referendum questions to improve the Town. She stated that she explained to voters that the Alleyway Project would not increase their taxes. She stated that she was hoping to have the project out to bid within the next 120 days. She thanked Commissioner Balius for spending 12 hours at the polls to answer questions regarding the two referendum questions. She also thanked Commissioner Osterman for her help at the polls.

She stated that the Town had its first annual Arts and Crafts Festival on March 1, 2008. She thanked Joanne Hester of A+ Dance Studio, Lowes, Lake Park Kiwanis Club, Rodney Wallen of Boyers, Singleton & Associates and the Marina staff for their contributions and service at the festival.

She addressed a letter to the editor published in the Weekday regarding the Kelsey Irish Fest. She stated that she wanted to set the record straight regarding the Irish Fest. The article stated that the event might be cancelled due to a lack of funds. She explained that the item was discussed during the budget process in 2007. The Irish Fest as well as other events were eliminated due to budget constraints. She stated that it was a \$15,000 event that comes from Ad Valorem taxes. The article stated that the item was discussed at a Commission Meeting and was then quickly shelved to the next meeting. She explained that Commissioner Carey raised a question at the meeting whether or not it would be possible to raise the funds for the festival. It was decided that even if donations were received there would not have been sufficient time to set up the festival. The article also asked the question of why the Town was holding an Arts and Crafts Festival and asked where the funds were coming from for that event. She explained that the Arts and Crafts Festival was budgeted through the Marina. The cost was a little more than a

tenth of the cost of the Irish Fest. The funds do not come from Ad Valorem taxes but strictly from the Marina budget which sustains itself. It was a promotional activity that was budgeted accordingly. The article also asked if the Fireworks Festival would be canceled and if funds needed to be raised for it. She explained that the Fireworks Festival was already budgeted for this year but she is recommending that it be scaled back dramatically next year due to the passing of Amendment One which has produced a \$551,000 shortfall in the Town's funds next year. She explained that staff was aggressively preparing grant donor packages for donor sponsors for the events that were canceled this year and will hopefully have some of those events back next year.

Mayor Castro stated that residents do not understand what happens during the Town's budget process if they do not watch the Commission Meetings. He stated that they do not understand that it is easier to cut recreational events rather than employees or services.

Town Manager Maria Davis commented on her visit to Tallahassee. She stated that it was essential for the Town's elected officials to be front and center with elected officials in Tallahassee. She named the following as representatives that the Commission met with in Tallahassee: Senators Jeff Atwater, Mandy Dawson and Mr. Erinburg; House Representatives Mary Bradenburg, Susan Buker, Carl Domino, Eddie Gonzalez, Julio Rubina, Kelly Skidmore, Priscilla Taylor and Shelly Vanna.

She stated that last Friday night there was a firework display at Lake Shore Park and she failed to notify the condominium associations and residents on neighboring streets. She wanted to publicly apologize to the residents surrounding Lake Shore Dr. She stated that the fireworks display was fully permitted but she was remiss in not making the residents aware.

Mayor Castro stated that he received many phone calls regarding the incident and he was distraught that he was not aware of what was going on. He recommended that any future similar events come before the Commission as an agenda item so that everyone is made fully aware. He stated that he did not believe anyone had been negatively impacted by the firework display.

Commissioner Osterman stated that Recreation Director Greg Dowling did a good job in arranging the Arts and Crafts Festival at the Marina. She stated that one of the vendors had spoken to her and complimented Greg on his handling of the event especially the advertising, and how he was very informative and up front with her about everything.

Mayor Castro recommended vendors with higher quality products at the next Arts & Crafts Festival.

Town Manager Maria Davis stated that the Town Library will be providing registration and information for the Town's Teen Leadership Program on March 27, 2008 from 5 pm to 6 pm. Registration forms will also be available online.

CONSENT AGENDA:

1. Regular Commission Meeting Minutes of February 6, 2008
2. Regular Commission Meeting Minutes of February 20, 2008
3. Professional Engineering Services to Develop a Fee-Schedule for the Town's Stormwater Utility
4. Resolution No. 16-03-08 Solid Waste Authority Interlocal Agreement

5. Authorization for the Change Work Order to Decrease the Bayberry Drainage Improvements Contract by \$5,100 (net)
6. Award of Contract for Final Phase of Seawall Replacement at Lake Shore Park to Vance Construction

Commissioner Balius requested that item #6 be pulled from the Consent Agenda for discussion.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Balius to approve the Consent Agenda with the exception item # 6; Vice-Mayor Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Commissioner Balius iterated that the contract stated that the Town would certify the concrete and certify and pay for the density check and compaction.

Town Manager Maria Davis explained that the engineer, Cutcher & Associates would be acting as the owner's agent and provide this oversight.

Discussion ensued between Town Manager Maria Davis and the Commission regarding the final phase of seawall replacement at Lake Shore Park.

Motion: A motion was made by Commissioner Balius to approve item # 6 Award Contract for Final Phase of Seawall Replacement at Lake Shore Park to Vance Construction; Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		

Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

PUBLIC HEARINGS

QUASI-JUDICIAL HEARING

RESOLUTION NO. 17-03-08 – Twiggs Learning Tree Childcare, Inc.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN FOR THE CONSTRUCTION OF A 3,168 SQUARE FOOT CHILD DAY CARE FACILITY SUBJECT TO CONDITIONS OF APPROVAL, TO BE LOCATED ON AN 0.601 ACRE OF PROPERTY, OWNED BY TWIGGS LEARNING TREE CHILD CARE, INC., AND LOCATED ON THE NORTHEAST CORNER OF SILVER BEACH ROAD AND 10TH STREET IN THE TOWN OF LAKE PARK, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Vivian Mendez swore in all witnesses.

Ex-parte communication was declared as follows:

Mayor Castro – none

Vice-Mayor Daly –none

Commissioner Balius – none

Commissioner Osterman – none

Commissioner Carey – none

Community Development Director Patrick Sullivan explained how Mr. Twiggs needed a land use change in order to bring his property into compliance. He wanted to redevelop a neighboring building into an addition to the learning center. He stated that the site plan has been through the Planning & Zoning Board and both the board and staff recommend the Commission's approval. He stated that Mr. Twiggs has met all requirements for the project.

Mr. Twiggs stated that he will be at his location 20 years on March 14th. He stated that he houses 96 students ranging in age from 4 months to 5 years old. The center is accredited by the State and has met all requirements. He stated that the school was a learning center and they teach the students to meet the requirements to start Kindergarten in public schools.

Mrs. Eunice Twiggs stated that they do not have a volunteer Pre-Kindergarten program because some of the parents cannot afford the three hour program. She stated that they have an outstanding program and their children have done well in the surrounding public elementary schools.

Motion: A motion was made by Commissioner Osterman to approve Resolution No. 17-03-08; Commissioner Balius made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balias	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Discussion and Possible Action

Marina Patio Covering

Town Manager Maria Davis stated that she had provided samples of different options for the patio covering at the Marina. Prices were also obtained from various vendors. She stated that a concrete pavilion with a tile roof would cost \$62.18 per square foot for a total of \$115,000. She also provided information on Tiki Huts which had various prices. The cheapest alternative would be a vinyl patio covering at \$17.86 per square foot. She stated that she could not recommend spending any money at the Marina at this time.

Mayor Castro recommended saving money or budgeting money over the next five years to build or place a patio covering at the Marina.

Commissioner Osterman stated that a resident recommended a lighted sign stating "Lake Park Harbor Marina" on top of the building facing the water to advertise the Marina.

Discussion ensued between the Commission regarding a sign for the Marina.

No action was taken on either issue.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Daly and seconded by Commissioner Balius, and by unanimous vote, the meeting adjourned at 8:25 p.m.

Mayor Castro

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Mendez

Town Seal

Approved on this ____ of _____, 2008.

TAB 2

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 2, 2008

Agenda Item No.

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Special Call Commission Meeting Minutes of March 19, 2008.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the Special Call Commission Meeting of March 19, 2008.

Approved by Town Manager

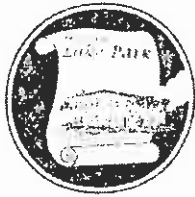
Date:

Deputy Clerk

Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ N/A Funding Source: Acct. #	Attachments: Application, memo
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Town Clerk <i>vm</i> <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <input checked="" type="checkbox"/> _____ Please initial one

Summary Explanation/Background:



Minutes
Town of Lake Park, Florida
Special Call Commission Meeting
March 19, 2008 8:00 p.m.
Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Special Call Commission Meeting on Wednesday, March 19, 2008 at 8:00 p.m. Present were Mayor Castro, Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Attorney Thomas Baird, Town Manager Maria Davis and Town Clerk Vivian Mendez.

Vivian Mendez led the Invocation.

Caleb Castro led the Pledge of Allegiance.

Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None

Motion: A motion was made by Commissioner Balius to approve the Agenda; Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

PUBLIC HEARINGS

RESOLUTION NO. 19-03-08 Accepting the Results of the General Election.

A RESOLUTION OF THE TOWN COMMISSION OF LAKE PARK, FLORIDA, CERTIFYING THE RESULTS OF THE GENERAL ELECTION HELD ON MARCH 11, 2008 FOR THE OFFICE OF MAYOR.

Mayor Castro congratulated Mayor-Elect Desca DuBois. He wished her well and stated that he looked forward to the change.

Motion: A motion was made by Commissioner Balius to approve Resolution No. 19-03-08; Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Swearing in ceremony for new Mayor conducted by Town Clerk Vivian Mendez

Town Clerk Vivian Mendez swore in Desca DuBois as the new Mayor of the Town of Lake Park.

Mayor DuBois took the gavel.

Proclamation Honoring Paul Castro

Motion: A motion was made by Commissioner Balius to approve the Proclamation honoring Paul Castro; Commissioner Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Commissioner Daly	X		
Mayor DuBois	X		

Motion passed 5-0.

Mayor DuBois read the Proclamation to Paul Castro.

Mr. Castro accepted the Proclamation and thanked his wife and children for their help and support. He stated that he has always done what he thought was best for the Town of Lake Park. He thanked the Commission, previous Commissions and the Town staff and previous staff. He thanked the residents of Lake Park for allowing him to serve. In his final statement, Mr. Castro

thanked Mayor Desca DuBois and wished her well.

Appointment of a Vice-Mayor

Mayor DuBois asked for a nomination of a Vice-Mayor

Motion: A motion was made by Commissioner Osterman to nominate Ed Daly as Vice-Mayor; Commissioner Balius made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor DuBois	X		

Motion passed 5-0.

RESOLUTION NO. 20-03-08 Authorized Signatories on the Town's Specified Bank Accounts to Conduct Town Business

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPOINTING MAYOR DESCA DUBOIS, VICE MAYOR ED DALY, COMMISSIONER GORDON C. BALIUS AND FINANCE DIRECTOR ANNE M. COSTELLO AS AUTHORIZED SIGNATORIES ON NATIONAL CITY BANK ACCOUNTS PAYABLE ACCOUNT # 2277656, PAYROLL ACCOUNT #1565960 AND REVENUE ACCOUNT #1531509 REMOVING ANY UNAUTHORIZED SIGNATORY ON SAID ACCOUNTS, ANY PERSON PREVIOUSLY APPOINTED AS SUCH AND NOT NAMED HEREIN;DIRECTING THAT ALL AUTHORIZED SIGNATORIES ON SAID ACCOUNTS COMPLETE AND EXECUTE SIGNATURE CARDS, FACSIMILE SIGNATURE CARD, AND RESOLUTIONS AND/OR OTHER BANK DOCUMENTS NECESSARY TO EFFECT THE IMPLEMENTAION OF THIE RESOLUTION; DIRECTING THE TOWN CLERK TO PROVIDE CERTIFIED COPY OF THIS RESOLUTION TO THE BANKING INSTITUTION NAMED HEREIN; PROVIDING AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Carey to approve Resolution No. 20-03-08; Vice-Mayor Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balias	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor DuBois	X		

Motion passed 5-0.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Commissioner Carey congratulated Mayor DuBois and stated that he looked forward to working together. He thanked Paul Castro for his service to the Town.

Commissioner Balias welcomed Mayor DuBois. He stated that Paul Castro did an outstanding job as Mayor and he will be missed.

Vice-Mayor Daly welcomed Mayor DuBois. He stated that Paul Castro would be missed and he learned a lot from him. He wished Mr. Castro and his family well.

Commissioner Osterman welcomed Mayor DuBois. She thanked Paul Castro for his service to the Town as Mayor.

Town Attorney Thomas Baird congratulated Mayor DuBois and stated that he looked forward to working with her.

Town Manager Maria Davis welcomed Mayor DuBois and stated that she and staff were looking forward to working with her. She thanked Paul Castro for his support over the last year. She wished him and his family well.

Mayor DuBois thanked the residents of the Town who worked with her and helped her on her campaign. She stated that she loved the Town and her heart was in it. She stated that her home phone number was 561-844-4598.

ADJOURNMENT

The meeting adjourned at 8:25 p.m.

Mayor Castro

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Mendez

Town Seal

Approved on this ____ of _____, 2008.

TAB 3

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 2, 2008

Agenda Item No.

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: First Amendment to Town Manager Employment Agreement

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager

He Davis

Date:

3/22/08

Name/Title

Date of Actual Submittal

Originating Department: <div style="text-align: center;">Town Manager</div>	Costs: \$ _____ Funding Source: Acct. # _____	Attachments: Amendment Resolution
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: The Town Commission approved an amendment to the Town Manager's Employment Agreement on February 20, 2008. The attached amendment and resolution formally outline the changes to the Manager's Employment Agreement.

**FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR
TOWN MANAGER FOR THE TOWN OF LAKE PARK, FLORIDA**

WHEREAS, the Town of Lake Park (Town) has executed an Agreement for Town Manager (the Agreement) with Maria V. Davis (Town Manager) effective February 1, 2007; and

WHEREAS, the Town and the Town Manager have agreed to change the terms of Sections 10, entitled "Annual Leave" and Section 15, entitled "Retirement"; and

WHEREAS, on February 20, 2008 the Lake Park Town Commission voted five to zero to amend the original employment agreement between the Town and the Town Manager; and

WHEREAS, the effective date of the amendments to the Agreement will be February 1, 2008;

NOW THEREFORE, the Town and the Town Manager have agreed to amend Section 10 and Section 15 of the Agreement as follows:

SECTION 10: Annual Leave

During the first year of her employment, the Town Manager shall be credited with (i.e. initially receive) the same number of days of annual leave for an employee with 10+ years of service with the Town. Thereafter, ~~the Town Manager shall accrue annual leave in accordance with the Town's leave policy for an employee with 10+ years of service with the Town. The Town Manager shall have no cap on the maximum number of hours that can be accrued.~~ Otherwise, the accrual of annual leave shall be in accordance with the Town policy.

SECTION 15: Retirement

For the initial term (i.e. one year) of the Town Manager's employment, the Town shall contribute into a deferred compensation account or retirement plan chosen by the Town Manager in an amount equal to ~~42.5 %~~ 15% of the Town Manager's annual base salary. For any subsequent renewals of the Town Manager's employment, the Town Commission shall determine the percentage contributed in an amount greater than this percentage. All such funds shall be owned by the Town Manager and fully transferable to her upon the termination of her employment to the extent allowed by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2008.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Mayor:

By: _____
Maria V. Davis, Town Manager

Approved as to Form and
Legal Sufficiency:

Thomas J. Baird, Town Attorney

RESOLUTION NO. 22-04-08

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF LAKE PARK, FLORIDA, AMENDING THE
EMPLOYMENT AGREEMENT FOR THE TOWN MANAGER
OF THE TOWN OF LAKE PARK, FLORIDA.**

WHEREAS, pursuant to the Town Charter, the Town of Lake Park operates as a council-manager form of government; and

WHEREAS, the Town Commission employs a Town Manager; and

WHEREAS, the Town Commission has an employment agreement with its Town Manager; and

WHEREAS, the Town Manager and Town Commission have agreed to amend the Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE
TOWN OF LAKE PARK:**

Section 1. The Town Manager and Town Commission agree that Sections 10 and 15 of the Agreement shall be changed as shown in Exhibit "A" attached hereto and incorporated herein.

Section 2. The Mayor is authorized and directed to execute the First Amendment to the Employment Agreement.

Section 3. This resolution shall take effect upon adoption.

**FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR
TOWN MANAGER FOR THE TOWN OF LAKE PARK, FLORIDA**

WHEREAS, the Town of Lake Park (Town) has executed an Agreement for Town Manager (the Agreement) with Maria V. Davis (Town Manager) effective February 1, 2007; and

WHEREAS, the Town and the Town Manager have agreed to change the terms of Sections 10, entitled "Annual Leave" and Section 15, entitled "Retirement"; and

WHEREAS, on February 20, 2008 the Lake Park Town Commission voted five to zero to amend the original employment agreement between the Town and the Town Manager; and

WHEREAS, the effective date of the amendments to the Agreement will be February 1, 2008;

NOW THEREFORE, the Town and the Town Manager have agreed to amend Section 10 and Section 15 of the Agreement as follows:

SECTION 10: Annual Leave

During the first year of her employment, the Town Manager shall be credited with (i.e. initially receive) the same number of days of annual leave for an employee with 10+ years of service with the Town. Thereafter, the Town Manager shall have no cap on the maximum number of hours that can be accrued. Otherwise, the accrual of annual leave shall be in accordance with the Town policy.

SECTION 15: Retirement

For the initial term (i.e. one year) of the Town Manager's employment, the Town shall contribute into a deferred compensation account or retirement plan chosen by the Town Manager in an amount equal 15% of the Town Manager's annual base salary. For any subsequent renewals of the Town Manager's employment, the Town Commission shall determine the percentage contributed in an amount greater than this percentage. All such funds shall be owned by the Town Manager and fully transferable to her upon the termination of her employment to the extent allowed by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
the ____ day of _____, 2008.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Mayor:

By: _____
Maria V. Davis, Town Manager

Approved as to Form and
Legal Sufficiency:

Thomas J. Baird, Town Attorney

TAB 4

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 2, 2008

Agenda Item No.

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Marina Mooring Pilings Contract Change Order # 1

RECOMMENDED MOTION/ACTION: None Required. For Informational Purposes Only

Approved by Town Manager

W. Davis

Date: 3/22/08

Name/Title

Date of Actual Submittal

Originating Department:	Costs: \$17,052 Funding Source: Marina Principle and Interest line Items Acct. #	Attachments: Contract, Engineer's Letter, Pile Punching Logs
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	
Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.		


Summary Explanation/Background: The original contract for the Mooring Pilings installation allowed for an increase of up to 10% of the contract price in the event that the contractor

encountered rock while “drilling” for the pilings installation. The original contract was awarded in the amount of \$170,520. In accordance with the contract documents and Vance Construction’s proposal, in the event that the contractor encounters rock at piling locations and the use of a “rock punch” is required, the contractor is entitled to an additional \$450 per piling not to exceed 10% of the original contract amount. The contractor encountered rock at 70 of the 152 piling locations, which at the cost of \$450 per piling would have cost \$31,500; however, the contractor is limited to a 10% increase over the original contract amount, or \$17,052.

Staff is notifying the Commission of this change order after the fact and is simply reporting the expenditure accordingly.

**TOWN OF LAKE PARK
MEMORANDUM**

TO: Anne

FROM: Maria V. Davis, Town Manager 

SUBJECT: Mooring Pilings Contract

DATE: March 19, 2008

Attached is a final invoice for the mooring piling contract at the marina. Per the contract, the contractor was allowed up to 10% increase in the contract amount if rock was encountered when punching for pilings installation. The engineers have verified that Vance construction hit rock in over 50% of the piling locations, therefore, they are entitled to the \$17,052. I've attached the contract language, letters from the engineers and pile punching log for your files. I will place a change order on the April 2 Commission Agenda for confirmation. It is ok to increase the P.O and pay Vance Construction the full amount.

Cc: Janet
Mooring Pilings File

RECEIVED

"Practical Solutions to Coastal and Waterfront Design Challenges"

11 March 2008

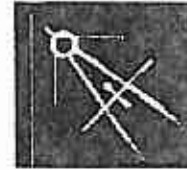
[05] PAGES TOTAL TRANSMISSION

MAR 11 2008

*Town Of Lake Park
Office Of Town Manager*

FACSIMILE FROM :

BOB BERRY
CUTCHER & ASSOCIATES, INC.
COASTAL ENGINEERS
752 US Highway 1
Tequesta, Florida 33469
TELEPHONE: 561.748.6745
FACSIMILE : 561.748.6865
EMAIL: r.berry@cutcherassociates.com



FACSIMILE TO:

Maria Davis 881-3314

RE: Vance Construction Final Invoice for Mooring Piles

Good morning Maria,

Attached is the final invoice from Vance Construction for the mooring piles installation. This invoice includes the 10% rock-punching fee as per the contract. This is valid – as they did encounter rock at almost half of the piles.

If there are any questions, please do not hesitate to contact us.

Thank you.

Bob Berry, Marine Engineer

Cutcher & Associates, Inc.

Email: r.berry@cutcherassociates.com

PLEASE CONTACT US IF THERE ARE ANY QUESTIONS / PROBLEMS WITH THIS TRANSMISSION.

The Vance Construction Co., Inc.

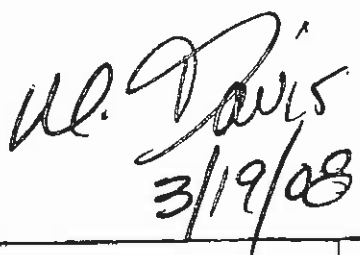
P.O. Box 4592
 West Palm Beach, FL 33402-4592
 Phone: (561) 671-1991
 Fax: (561) 671-1981

Invoice

DATE	INVOICE #
2/29/2008	121222

BILL TO
The Town of Lake Park 535 Park Avenue Lake Park, FL 33409

P.O. NO.	TERMS	DUE DATE
54457		2/29/2008

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Piling	20	FINAL BILL		
Mobilization	1	Rid # 03-2007 Installation of Timber Mooring Piles		
Misc.	1	Wood Mooring Piling	985.00	19,700.00
Misc.	1	Demobilization	6,000.00	6,000.00
	1	Bond	8,800.00	8,800.00
	1	Vance Construction Encounter rock on over 70 of the 152 piles installed, as per our contract we are billing 10 % of contract	17,052.00	17,052.00
			Total	\$51,552.00
			Payments/Credits	\$0.00
			Balance Due	\$51,552.00

LAKE PARK HARBOR MARINA PILE DRIVING LOG

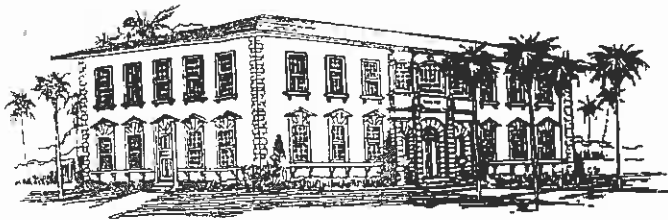
** PILE ONE (1) IS THE ONE CLOSE TO THE SEAWALL

** PILE TWO (2) IS THE ONE FURTHER AWAY FROM SEAWALL

F Pile #	SLIP #	PILE #	SEDIMENT ELEV.	ROCK ELEV.	PILE TIP ELEV.	PUNCHING TIME	# PILES
1	A 19	1	12	18 / 25			1
1	A 19	2	13	18 / 26			2
1	A 20	1	12.6	18 / 25			3
1	A 20	2	12	18 / 26			4
2	B 21	1	13	18 / 26			5
2	B 21	2	12.5	18 / 25			6
2	B 22	1	13	18 / 25			7
2	B 22	2	13	18 / 26			8
3	B 23	1	12	18 / 26			9
3	B 23	2	12.6	18 / 25			10
3	B 24	1	12.5	18 / 25			11
3	B 24	2	12	18 / 25			12
4	B 25	1	13	18 / 25			13
4	B 25	2	13	18 / 25			14
4	B 26	1	13.5	18 / 25			15
4	B 26	2	12	18 / 25			16
5	B 27	1	12.5	18 / 25			17
6	B 27	2	12	18 / 26			18
6	B 28	1	12.6	18 / 26			19
6	B 28	2	13	18 / 26			20
6	B 28	1	13.6	18 / 26			21
6	B 28	2	12.5	18 / 26			22
6	B 30	1	12.5	18 / 25			23
6	B 30	2	13	18 / 25			24
7	C 31	1	14	18 / 20			25
7	C 31	2	13	17 / 20			26
7	C 32	1	13.5	17 / 21			27
7	C 32	2	14	17 / 22			28
8	C 33	1	14.5	18 / 21			29
8	C 33	2	14	18 / 22			30
8	C 34	1	15	18 / 23			31
8	C 34	2	13.5	18 / 22			32
8	C 35	1	14.5	18 / 22			33
9	C 36	2	13	17 / 20			34
9	C 36	1	13.6	18 / 20			35
9	C 36	2	14	18 / 21			36
10	C 37	1	14.5	18 / 22			37
10	C 37	2	14	17 / 22			38
11	D 38	1	13.5	18 / 22			39
11	D 38	2	13	18 / 23			40
12	D 39	1	13	19 / 23			41
12	D 39	2	14	18 / 22			42
12	D 40	1	14.6	17 / 22			43
12	D 40	2	13	18 / 23			44
13	D 41	1	14	19 / 22			45
13	D 41	2	13	19 / 23			46
13	D 42	1	14.5	18 / 22			47
13	D 42	2	13	19 / 23			48

14	D 43	1	13.5	18 / 25		49
14	D 43	2	14	18 / 25		50
14	D 44	1	13	18 / 25		51
14	D 44	2	14	18 / 25		52
15	D 45	1	14.5	18 / 25		53
15	D 45	2	14	18 / 25		54
15	D 46	1	14	18 / 25		55
15	D 46	2	13.5	18 / 25		56
16	D 47	1	13	20 / 25		57
16	D 47	2	14	20 / 25		58
16	D 48	1	13	19 / 25		59
16	D 48	2	13.5	19 / 25		60
17	D 49	1	14.5	20 / 25		61
17	D 49	2	13	19 / 25		62
17	D 50	1	10.5	20 / 25		63
17	D 50	2	13	20 / 25		64
18	D 51	1	12	18 / 25		65
18	D 51	2	14	18 / 25		66
18	D 52	1	12	17 / 25		67
18	D 52	2	14	18 / 25		68
19	D 53	1	13	18 / 25		69
19	D 53	2	12.5	20 / 25		70
19	D 54	1	13	20 / 25		71
19	D 54	2	12.5	20 / 25		72
20	D 55	1	11	20 / 25		73
20	D 55	2	12.5	20 / 25		74
20	D 56	1	13	20 / 25		75
20	D 56	2	12.5	20 / 25		76
21	D 57	1	13	14 / 25		77
21	D 57	2	13	14 / 25		78
21	D 58	1	13	14 / 25		79
21	D 58	2	13	14 / 25		80
22	E 61	1	12.5	14 / 25		81
22	E 61	2	13	14 / 25		82
22	E 62	1	12.5	14 / 25		83
22	E 62	2	13	14 / 25		84
23	E 63	1	14	14 / 25		85
23	E 63	2	13.5	14 / 25		86
23	E 64	1	14	14 / 25		87
23	E 64	2	13.5	14 / 25		88
24	E 65	1	14	14 / 25		89
24	E 65	2	14	14 / 25		90
24	E 66	1	14	14 / 25		91
24	E 66	2	14	14 / 25		92
25	E 67	1	13	18 / 22		93
25	E 67	2	14	18 / 22		94
25	E 68	1	13	18 / 22		95
25	E 68	2	14	18 / 22		96
26	E 69	1	13.5	18 / 22		97
26	E 69	2	16	18 / 22		98
26	E 70	1	13.5	18 / 22		99
26	E 70	2	15	18 / 22		100

27	E 71	1	13	18 / 20		101
27	E 71	2	15.5	17 / 20		102
27	E 72	1	12.5	18 / 22		103
27	E 72	2	15.5	18 / 21		104
28	E 73	1	14	17 / 22		105
28	E 73	2	15	17 / 21		106
28	E 74	1	14	18 / 22		107
28	E 74	2	15	17 / 23		108
29	E 76	1	14	18 / 22		109
29	E 76	2	15	18 / 23		110
29	E 78	1	14	18 / 23		111
29	E 78	2	15	18 / 24		112
30	E 77	1	13.5	18 / 23		113
30	E 77	2	14	17 / 23		114
30	E 78	1	12.5	18 / 24		115
30	E 78	2	14	18 / 24		116
31	E 79	1	13	17 / 24		117
31	E 79	2	13.5	17 / 24		118
31	E 80	1	13.5	18 / 24		119
31	E 80	2	14	18 / 24		120
32	E 81	1	11.5	17 / 23		121
32	E 81	2	13	17 / 24		122
32	E 82	1	12	18 / 23		123
32	E 82	2	13	18 / 23		124
33	E 83	1	13	18 / 22		125
33	E 83	2	14.5	18 / 23		126
33	E 83	1	13	18 / 22		127
33	E 83	2	14	19 / 23		128
34	E 84	1	13	20 / 24		129
34	E 84	2	14	19 / 24		130
34	E 85	1	11.5	18 / 25		131
34	E 85	2	14	18 / 24		132
38	F 88	1	11.5	19 / 26		133
38	F 88	2	13.5	18 / 25		134
39	F 89	1	14	17 / 26		135
39	F 89	2	14.5	17 / 25		136
39	F 90	1	14	17 / 25		137
39	F 90	2	15	17 / 25		138
40	F 91	1	14	17 / 25		139
40	F 91	2	14.5	18 / 25		140
40	F 92	1	13.5	18 / 25		141
40	F 92	2	14.5	18 / 26		142
41	F 93	1	14	18 / 26		143
41	F 93	2	14.5	18 / 26		144
41	F 94	1	13	17 / 25		145
41	F 94	2	14	17 / 25		146
42	F 95	1	14.5	17 / 25		147
42	F 95	2	15	17 / 25		148
42	F 96	1	13.5	17 / 25		149
42	F 96	2	14.5	17 / 25		150
43	F 97	1	14	17 / 25		151
43	F 97	2	14.5	17 / 25		152



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

THE TOWN OF LAKE PARK

535 PARK AVENUE

LAKE PARK, FLORIDA 33403

(561) 881-3350 FAX (561) 881-3358

62800
TO: VANCE CONSTRUCTION CO
POST OFFICE BOX 4592
WEST PALM BEACH, FL 33402

PURCHASE ORDER

PURCHASE ORDER NUMBER	54457	PAGE NO.
DATE	02/04/08	
DEPT. CODE		
REQUISITION NUMBER		

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST, AND CORRESPONDENCE.

SEND INVOICE TO	DELIVER ITEMS TO	DELIVERY DATE
TOWN OF LAKE PARK DIRECTOR OF FINANCE 535 PARK AVENUE LAKE PARK, FL 33403	LAKE PARK MARINA/MARIA 105 LAKESHORE DRIVE LAKE PARK FL 33403	02/04/08
		TERMS NET

SPECIAL INSTRUCTIONS	THIS IS
INSTALL/MOORING FILES-COMM RES #83-11-07- 12/19/07	<input type="checkbox"/> AN ORDER <input type="checkbox"/> A CONFIRMATION

ITEM NO.	UNIT DESCRIPTION	ACCOUNT NUMBER	QUANTITY	UNIT PRICE	AMOUNT
1	INSTALLATION OF MOORING FILES <i>Not to exceed \$170,520.00</i>		1.00	170520.00	170,520.00
				TOTAL	170,520.00

FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO.
60-13-116484-54C

FEDERAL TAX EXEMPTION CERTIFICATE NO.
59-6000355

Arum M. Costello

APPROVED DIRECTOR of FINANCE

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING DOCUMENTS.
DELIVERIES WILL BE ACCEPTED
MONDAY THRU FRIDAY 8:30 AM - 4:00 PM

CUTCHER AND ASSOCIATES, INC.

Coastal Engineers

Voice (561) 748-6745
Fax (561) 748-6865
E-Mail: rberry@cutcherassociates.com

752 US Highway 1
Tequesta, FL 33469

February 5, 2008

Maria Davis – Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

RE: Bid #03-2007 - Installation of Timber Mooring Piles

Dear Maria;

The Mooring Piles Installation project is approximately 98% complete. Jim Vance (The Vance Construction Company) and Robert Cutcher performed a detailed partial completion inspection on Tuesday, February 5, 2008. 132 piles (of 152 total) are properly installed, with HDPE wrap, line keepers and pile caps as per the specifications. As of this date, a total of 149 piles have been installed. However, several of these 17 piles require minor additions to meet the drawing specifications.

I hereby make recommendation for partial payment to The Vance Construction Company (per bid # 03-2007) as follows;

Mobilization	\$6,000.00
132 Piles @ \$985.00 ea.	\$130,020.00
TOTAL DUE:	\$136,020.00

This will leave a remaining balance, due upon satisfactory completion, as follows;

20 Piles @ \$985.00 ea.	\$19,700.00
Demobilization	\$6,000.00
Bond	\$8,800.00

REMAINING BALANCE \$34,500.00 (20% of total contract)

This allows more than 15% retainage for approximately 2% of the work.

Sincerely,

Bob Berry
Marine Engineer

C.C. Mr. Jim Vance, The Vance Construction Company

X *Bob Berry*
2/8/08
After approved by
Mr. Main

P.O. 54457

Acct 401-169.902

The Vance Construction Co., Inc.

P.O. Box 4592
West Palm Beach, FL 33402-4592
Phone: (561) 671-1991
Fax: (561) 671-1981

Invoice

DATE	INVOICE #
2/4/2008	723209

BILL TO
The Town of Lake Park 535 Park Avenue Lake Park, FL 33403 Attn: Maria Davis

P.O. NO	TERMS	DUE DATE
54457		2/4/2008

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Mobilization	1	Contract Installation of Timber Mooring Piles. Resolution # 83-11-07	6,000.00	6,000.00
Piling	132	Mobilization	985.00	130,020.00
		Wood Mooring Piling		
			Total	\$136,020.00
			Payments/Credits	\$0.00
			Balance Due	\$136,020.00

RESOLUTION NO. 83-11-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AWARDBID NO. 03-2007 FOR THE INSTALLATION OF MOORING PILINGS AT THE LAKE PARK MARINA TO VANCE CONSTRUCTION COMPANY, AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE TOWN OF LAKE PARK AND VANCE CONSTRUCTION COMPANY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town requires the services of a licensed and qualified construction firm to install timber mooring pilings at the Town of Lake Park Marina ("Project") in accordance with the terms, conditions, and specifications of the Town; and

WHEREAS; the Town has competitively bid the installation of timber mooring pilings Project pursuant to Invitation to Bid No. 03-2007, and Vance Construction Company, located at P.O. Box 4592, West Palm Beach, Florida 33402 , was the lowest responsive and responsible bidder; and

WHEREAS, the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Contract, and a copy of the Contract is attached hereto as **Exhibit it "A"**; and

WHEREAS, the Town's Financial Director has recommended that the Town Commission award the Contract in Bid No. 03-2007, to the Vance Construction

Company in the amount of \$170,520.00, and that the Commission authorize and direct the Mayor to execute the attached Contract on behalf of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION
OF THE TOWN OF LAKE PARK:**

Section 1. The whereas clauses are hereby incorporated herein as true and correct.

Section 2. The Mayor is hereby authorized and directed to execute the Contract between the Town of Lake Park and Vance Construction Company in the amount of \$170,520.00, attached hereto as **Exhibit "A"**.


Section 3. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Balius, who moved its adoption. The motion was seconded by Commissioner Osterman, and upon being put to a roll call vote, the vote was as follows:


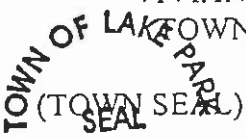
	AYE	NAY
MAYOR PAUL W. CASTRO	<u>X</u>	___
VICE-MAYOR ED DALY	<u>Absent</u>	___
COMMISSIONER CHUCK BALIUS	<u>X</u>	___
COMMISSIONER JEFF CAREY	<u>X</u>	___
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 83-11-07 duly passed and adopted this 19 day of December, 2007.

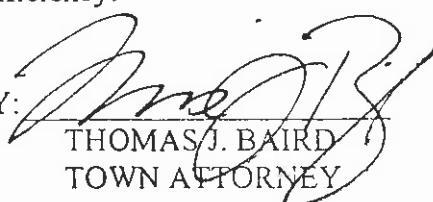
TOWN OF LAKE PARK, FLORIDA

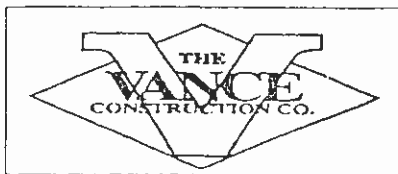
BY: 
PAUL W. CASTRO
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

TOWN OF LAKE PARK
(TOWN SEAL)
FLORIDA

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



7166 Interpace Road
Riviera Beach FL 33407
561/671-1991 (O)

Post Office Box 4592
West Palm Beach FL 33402
561/671-1981 (F)

PROPOSAL - CONTRACT

PROPOSAL SUBMITTED TO TOWN OF LAKE PARK Attn: Maria Davis - Town Manager	PHONE 881-3311 CELL: FAX 881-3313	DATE 10/15/07
STREET 535 Park Avenue	JOB NAME Bid #03-2007 - Installation of Timber Mooring Piles	
CITY, STATE, ZIP CODE Lake Park FL 33403	JOB LOCATION Lake Park FL	

The Vance Construction Co. hereby proposes the following:

QTY	DESCRIPTION	PRICE	UNIT	TOTAL
152	Wood Mooring Piling	\$985.00	EA	\$149,720.00
1	Mobilization	\$6,000.00	EA	\$6,000.00
1	Demobilization	\$6,000.00		\$6,000.00
1	Bond	\$8,800.00		\$8,800.00

TOTAL

\$170,520.00

Complete, as described above, for the Lump Sum Total of: \$170,520.00

*** One Hundred Seventy Thousand Five Hundred Twenty And No/100 Dollars***

THE VANCE CONSTRUCTION CO.

ACCEPTED BY:

BY

James E. Vance
SIGNATURE

Town of Lake Park

FIRM NAME

President.

By:

U. Davis

Title:

Town Manager

Date:

12/19/07

NOTE: This proposal be withdrawn by us
if not accepted within 30 days

ACCEPTANCE OF PROPOSAL

The above prices and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. The above quotation is subject to all terms and conditions of both sides hereof, and becomes a contract when acceptance is signed by an authorized agent of each party. Payment will be made as outlined in the Terms and Conditions of Contract on the reverse side of this proposal.



THE VANCE CONSTRUCTION CO.

7166 Interpace Road
Riviera Beach FL 33407
Phone: 561/671-1991 (O)

Post Office Box 4592
West Palm Beach FL 33402
561/671-1981 (F)

October 22, 2007

Mr. Robert Cutcher
CUTCHER & ASSOCIATES
900 Indiantown Road - Suite 210
Jupiter FL 33477

RE: Lake Park Marina Fender Piling Installation

Dear Robert:

Per our conversation on 10/12/07 regarding sub-surface soil conditions, a sounding of the marina basin taken on 10/19/07 to determine if rock was going to be encountered during piling installation.

Twenty (20) soundings were conducted throughout the marina, and our findings indicated rock outcroppings at nine (9) of the locations surveyed. The soundings indicated that rock, to some degree, would be encountered during pile driving. Hard bottom was not encountered at every location; therefore we are requesting that an allowance be allocated on a per-pile basis to cover the cost of rock punching.

It is suggested that daily pile logs be submitted to the engineer for evaluation and approval of rock punching. Every effort will be made not to utilize the rock punch, but if used an additional \$450/piling will added to the contract for payment. Contractor agrees not to exceed 10% of total contract if rock punching is required, and is approved by the engineer on a per pile basis. It is our intention to have 5 feet penetration into hard rock, or 15 feet minimum tip elevation from the existing bottom.

Very truly yours,

THE VANCE CONSTRUCTION CO.

James E. Vance, President

JEV/jbr

CUTCHER AND ASSOCIATES, INC.
Coastal Engineers

Voice: (561) 748-6745
Fax: (561) 748-6865
E-Mail: rberry@cutcherassociates.com

900 East Indiantown Road
Suite 210.
Jupiter FL 33477

RECEIVED

October 22, 2007

OCT 23 2007

Maria Davis – Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

[Handwritten signature]

Dear Maria;

I am writing you this letter of recommendation regarding Bid #03-2007 – Installation of Timber Mooring Piles. I am recommending award to Vance Construction Company.

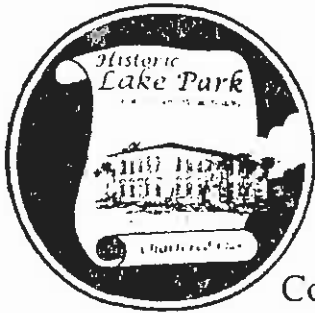
I have carefully reviewed all four of the received bids and have compared them with respect to price, submittals, scheduling, and experience. I have called the Insurance Company and have verified the Bid Bond. We were also successful in negotiating a price cap on pile punching, if required, to a maximum of 10% of the total contract price (letter attached). Mr. Vance did perform 20 sediment soundings throughout the marina, and encountered rock at nine of these sites. As low bidder and after discussing with Mr. Vance the execution methodology, we recommend award to Vance Construction Company.

Following execution of a contract between The Town of Lake Park and Vance Construction Company, we will conduct a pre-construction meeting to outline the project schedule, logistics, and start date. We will also monitor the project and approve all materials and methodologies as the project progresses. We have forwarded a copy of the bid bond via mail to you.

Sincerely;

[Handwritten signature]

Robert Berry
Marine Engineer
Cutcher & Associates Coastal Engineers



Minutes
Town of Lake Park, Florida
Timber Mooring Pilings Bid 03-2007 Opening
Monday, October 15, 2007, 11:00 a.m.
Commission Chamber, Town Hall, 535 Park Avenue

The Timber Mooring Pilings Bid Opening was conducted on Monday, October 15, 2007 at 11:00 AM. Present were Deputy Town Clerk Jessica Shepherd, Robert Cutcher of Cutcher and Associates, Inc., and Town Clerk Vivian Mendez.

Town Clerk Vivian Mendez called the meeting to order at 11:00 a.m. Vivian Mendez explained that four bids had been received for the project.

Company	Address	Total Bid
The Vance Construction	Riviera Beach	\$170,520
Palm Wood Corp	Riviera Beach	\$195,852
Custom Built Marine	Stuart	\$1,850. per pile minimum 100 pilings
BK Marine Construction	Deerfield Beach	\$180,497

A review of the bid packages will be conducted to ensure all the required documentations are included. The Town Commission will be given a recommendation for approval.

Vivian Mendez thanked everyone for being present.

ADJOURNMENT:

With no other Bids, the opening of Bid 03-2007 was closed at 11:10 a.m.


Town Clerk Vivian Mendez

**CONTRACT BETWEEN THE
TOWN OF LAKE PARK
AND
VANCE CONSTRUCTION COMPANY**

THIS CONTRACT, made this 19th day of December 2007, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "OWNER", and VANCE CONSTRUCTION COMPANY, whose principal place of business is 7166 Interpace Rd., Riviera Beach, Florida 33404, FEID Number: 65-00040853, hereinafter designated as the "CONTRACTOR".

WITNESSETH THAT:

WHEREAS, the OWNER is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the OWNER is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the CONTRACTOR has represented that it is qualified, able and willing to satisfactorily provide the services required by the OWNER in the construction/installation of timber mooring pilings at the Town of Lake Park Marina in accordance with the drawings, plans, specifications and other documents of the OWNER (the "Work") and has submitted a Proposal to the OWNER for the work; and

WHEREAS, the OWNER has found the CONTRACTOR'S Proposal to be acceptable and the parties wish to enter into a CONTRACT; and

WHEREAS, the OWNER has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the OWNER and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

**Article 1
Statement of Work**

- 1.1 The CONTRACTOR shall furnish all equipment, tools, labor, and other necessary items for the performance of the Work, and shall perform the required work in accordance with the Contract Documents. This Work is generally described as follows:

**INSTALLATION OF TIMBER MOORING PILINGS AT THE TOWN OF LAKE PARK,
FLORIDA MARINA IN ACCORDANCE WITH THE DRAWINGS, PLANS,
SPECIFICATIONS, AND OTHER DOCUMENTS OF THE OWNER FOR THE WORK
WHICH ARE ATTACHED AS EXHIBITS HERETO AND MADE A PART OF THIS
CONTRACT.**

Article 2

Date of Commencement and Substantial Completion

- 2.1 The Effective Date of this Agreement is the date on which the Contract is executed by the Mayor of the Town of Lake Park or other authorized designee. The Date of Commencement shall be the date on which the OWNER issues a Notice to Proceed to the CONTRACTOR.
- 2.2 The CONTRACTOR shall achieve Substantial Completion of the entire Work, with Substantial Completion of the work to be determined by the OWNER in its sole discretion, within **seventy (70) calendar days of the date of the issuance of a Notice to Proceed, but in no event later than March 1, 2008,** subject to adjustments of this Contract Time as provided in the Contract Documents.
- 2.3 The parties hereby agree that the CONTRACTOR'S failure to complete the Project within the time fixed in this Contract will result in substantial injury to the OWNER. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the Contract Documents, CONTRACTOR shall pay to the OWNER as Liquidated Damages for such delay, and not as a penalty, the amount of one tenth of one percent (0.10%) of the Contract value, inclusive of adjustments, per day, but not less than Five Hundred Dollars and 00/100 Dollars (\$500.00), for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred. This provision for Liquidated Damages for delay shall in no manner affect the OWNER'S right to terminate the Contract. The OWNER'S exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the OWNER may deduct from the balance of the Contract sum held by the OWNER the Liquidated Damages stipulated herein or such portions as said balance will cover.
- 2.4 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this Contract. The Contract may be changed only by a change order or written amendment. If the CONTRACTOR fails to complete the Work in the time specified herein, the OWNER may procure the services and materials necessary to complete the Work on the open market, and charge the CONTRACTOR for any reprourement costs, together with any and all damages, losses and other additional costs and charges which result from the CONTRACTOR's failure to complete the Work on time, and the CONTRACTOR may be barred from bidding on any future contracts of the OWNER for a period of to three years.
- 2.5 There shall be no damages allowed for Contract delay. No claims for damages or any claim other than an extension of time shall be made or asserted against the OWNER by reason of any delays, regardless of the cause of the delay.

Article 3

Contract Sum

- 3.1 The OWNER shall pay the CONTRACTOR in U.S. funds for the CONTRACTOR's performance of the Contract the Contract Sum of **One Hundred and Seventy Thousand, Five Hundred and Twenty Dollars and 00/100 (\$170,520.00)** for the Work, subject to

additions and deductions as provided in Change Orders authorized by the OWNER.

- 3.2 The Contract Price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes and/or this Contract. By including such specific consideration in addition to other good and valuable considerations, paid by the OWNER, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification provisions in this Contract.

Article 4

Progress Payments

- 4.1 If satisfactory progress is being made, the CONTRACTOR may request partial payments on monthly estimates, based on the actual work done or completed. The CONTRACTOR shall submit a pay request for review, to the ENGINEER. The pay request may be approved and paid by the OWNER. The CONTRACTOR shall provide a waiver of liens in the standard form attached to this Contract prior to the OWNER making final payment for the Work. The CONTRACTOR shall purchase and deliver a minimum of seventy five (75) timber piles to the work site prior to the CONTRACTOR submitting the pay request.
- 4.2 The CONTRACTOR warrants that title to all work covered by the application for payment will pass to the OWNER upon payment. The CONTRACTOR further warrants that upon submittal of an application for payment, all work for which certificates for payment have been previously issued and payments received from the OWNER, shall be free and clear of liens, claims, security interests, or encumbrances in favor of the CONTRACTOR, subcontractors, material supplies, and other persons or entities making a claim by reason of having provided labor, material, and equipment relating to the work.
- 4.3 The failure to submit requests for partial payment with the required disbursement certification, in the manner required by this Paragraph, may result in non-payment and/or a delay in the payment of the requested partial payment, until the required, fully completed forms and all necessary information are provided to the OWNER. The OWNER shall have no legal liability for direct or consequential damages alleged to have been sustained by the CONTRACTOR, and/or any other claims, losses and liabilities, interest, penalties, attorney and other professional fees, costs or expenses, of any kind, which may be incurred as a result of the late payment or non-payment of any payment request which failed to comply with the requirements of this Paragraph.

Article 5

Final Payment

- 5.1 When, in the opinion of the CONTRACTOR, 95% of the work has been completed, the CONTRACTOR shall request a substantial completion inspection. The OWNER will schedule an inspection of the Work/Project with the CONTRACTOR. The purpose of this inspection will be to develop a final list of incomplete or deficient work, and the necessary completion of which will render complete, satisfactory, and acceptable the construction services purchased by the OWNER. This list of incomplete or deficient work is herein after referred to as "punch list work." The CONTRACTOR shall schedule the attendance of any representatives of subcontractors or suppliers providing materials and services on the Project or as deemed required by the OWNER or ENGINEER. The failure to include

any corrective work or pending items not yet completed on the punch list does not alter the responsibility of the CONTRACTOR to complete all of the construction services pursuant to the Contract. All items that require correction under the Contract and that are identified after the preparation of the punch list remain the obligation of the CONTRACTOR as defined by the Contract.

- 5.1.1 Substantial Completion: The point in the Project where the CONTRACTOR has completed 95% of the Contract, as a percentage of the original contract, including the value of any approved change orders and/or supplemental agreements, and with the exception of Punch List work, the Project is ready for the OWNER's occupancy and use. The CONTRACTOR shall be required to provide a pile driving log to the ENGINEER for consideration and approval prior to the project being deemed substantially complete.
- 5.1.2 For purposes of this Contract, the Punch List will be completed within 7 calendar days of Substantial Completion.
- 5.1.3 In the event the CONTRACTOR fails to attend to the scheduled Punch List inspection, the OWNER or the OWNER'S representative will continue the scheduled inspection and develop the Punch List. The CONTRACTOR will be provided a copy of the Punch List at the address provided for written notice.
- 5.1.4 The determination by the OWNER as to the items identified in the Punch List shall be conclusive and shall not be subject to challenge by the CONTRACTOR in any forum, except upon the CONTRACTOR establishing by clear and convincing proof that the determination by the OWNER was without any reasonable and good faith basis.
- 5.1.5 When, upon completion of the final construction inspection of the entire Project, the OWNER determines that the CONTRACTOR has satisfactorily completed the Work and all Punch List work identified during the Punch List inspection, the OWNER will give the CONTRACTOR written notice of final acceptance. The final acceptance date, will be the date that which warranty provisions and the time limitations for latent defects commence.

Article 6

Warranties of Contractor

- 6.1 CONTRACTOR warrants that the timber piles, pile wrapping, line keepers and the associated hardware and fasteners will be free of defects in materials and workmanship for a period of two (2) years from the date of final acceptance by the OWNER.
- 6.2 The CONTRACTOR warrants to the OWNER that all materials and equipment furnished under this Contract will be new and that all work will be of good quality free from faults and defects and is in conformance with the Contract. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of the materials and equipment. All work, equipment and materials furnished as part of the Contract shall be warranted for a minimum of one year. Warranty periods shall begin at the date of final written acceptance

of the Project by the OWNER. If any work, materials or equipment is determined to not be in conformance with the Contract requirements during this warranty period, or is otherwise found to be defective, such items shall be corrected or replaced, at CONTRACTOR's expense.

- 6.3 **WARRANTY OF TITLE:** The CONTRACTOR warrants to the OWNER that all goods and materials furnished under the Contract will be new unless otherwise specified, and that CONTRACTOR possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- 6.4 **WARRANTY OF SPECIFICATIONS:** The CONTRACTOR warrants that all goods, materials and workmanship furnished, whether furnished by the CONTRACTOR or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
- 6.5 **WARRANTY OF MATERIALS AND WORKMANSHIP:** The CONTRACTOR warrants all material and workmanship for a minimum of two (2) years from date of completion and acceptance by the OWNER. If within two (2) years after acceptance by the OWNER, or within such larger period of time as may be prescribed by law, any of the work is found to be defective or not in accordance with the Contract Documents, the CONTRACTOR shall, after receipt of a written notice from the OWNER to do so, promptly correct the work unless the OWNER has previously given the CONTRACTOR a written acceptance of such condition.
- 6.6 The CONTRACTOR warrants to the OWNER that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract. The CONTRACTOR warrants to the OWNER that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind, which would have an adverse effect on its ability to perform its obligations under the Contract.
- 6.7 The CONTRACTOR warrants to the OWNER that the consummation of the work provided for in the Contract Documents will not result in the breach of any term of provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

Article 7

Insurance Requirements

- 7.1 The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the Contract which must include the following coverage's and minimum limits of liability:
 - 7.1.1 **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE** for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or

any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.

7.1.2 COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.

7.1.3 BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

7.2 The OWNER shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the Contract. There shall be a thirty (30) day notification to the OWNER in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.

7.3 All Certificates of Insurance shall be kept on file with the Owner, and approved by the Owner prior to the commencement of any work activities. The Owner may at its discretion, require the Contractor to provide a complete certified copy of the insurance policy(s). The insurance shall include an endorsement covering transit of the contract materials.

7.4 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: A- to A+.

7.5 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the OWNER with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance. The indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR and/or persons employed or utilized by the CONTRACTOR, in the performance of the Contract Documents under any insurance required by the Contract Documents including, but not limited to, workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.6 Violation of the terms of this Article 7 and its sub-parts shall constitute a material breach of the Contract by the CONTRACTOR and the OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

Article 8

Indemnification

- 8.1 For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the OWNER, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the OWNER, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, including all consequential damages directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this Contract, CONTRACTOR's performance hereof, or any work performed hereunder.
- 8.2 The CONTRACTOR shall indemnify, defend, and save harmless the OWNER, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, County or City law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the Work, and agrees to hold and save the OWNER harmless against all claims involving alleged negligence by the OWNER in failing to adequately ensure the safety of the site or otherwise ensure compliance with the Contract. CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).
- 8.2. The OWNER reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive the OWNER's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

Article 9

Payment and Performance Bonds

- 9.1 Concurrent with the execution of these Contract Documents, the CONTRACTOR shall tender to the OWNER a performance bond and a payment bond acceptable to the OWNER, each in an amount equal to or greater than one hundred percent (100%) of the total Contract price. Cash, certificate of deposit, cashier's check, treasurer's check or bank draft of any national or state bank in the State of Florida may be tendered in lieu of the payment and the performance bond. Certificates of deposit, checks and bank drafts shall be made payable to the OWNER.
- 9.2 All surety bonds tendered must be written by a company duly authorized to do business in

the State of Florida, and if furnished through a broker or agent, said broker or agent shall be registered in the State of Florida. If at any time after the execution of this Contract and the surety bonds, the OWNER shall deem the surety or sureties upon such bonds to be unsatisfactory or, if for any reason such bonds cease to be adequate to cover the requirements of the Contract, the CONTRACTOR shall, at its sole expense and within five (5) days after the receipt of notice from the OWNER, furnish an additional bond in such form and amount and with such surety as shall be satisfactory to the OWNER. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security shall be furnished in manner and form satisfactory to the OWNER as to protect the interests of the OWNER and ensure the payment of persons supplying labor and materials under the Contract.

Warranty Bond: The CONTRACTOR shall furnish a Warranty Bond in the amount of ten percent (10%) of the actual cost of the Work, upon acceptance of said Work by the OWNER.

9.3 Qualifications of Surety: Surety companies issuing Performance Bonds, Payment Bonds and Warranty Bonds shall fulfill each of the following provisions, and the CONTRACTOR shall provide evidence to document such fulfillment:

- A. The surety company is licensed to do business in the State of Florida.
- B. The surety company holds a currently valid certificate of authority authorizing it to write surety bonds in the State of Florida.
- C. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
- D. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
- E. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
- F. Each bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
- G. Each bond shall be issued by a Florida resident agent.
- H. The Payment and Performance Bond and the Warranty Bond must be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least (5) years.

9.4 Duration of Bonds. Performance Bonds and Payment Bonds shall remain in force until acceptance of Work; however, if the Contract is terminated, they shall remain in force for 1 year from the date of termination of this Contract as protection to the OWNER against losses resulting from latent defects in materials or improper performance of work under

the Contract that may appear or be discovered during that period. Warranty Bonds shall remain in force for one (1) year from the date of acceptance of the Work.

- 9.5 Non-compliance. The CONTRACTOR's failure to deliver executed Performance Bond, Payment Bond and Warranty Bond in a form acceptable to the OWNER shall constitute a material breach of the Contract and shall relieve the OWNER of all payment obligations until such bonds are provided and shall result in the CONTRACTOR's forfeiture of any and all bid securities.
- 9.6 The surety company shall indemnify and provide defense for the OWNER when called upon to do so for claims or suits against the Town of Lake Park arising out of the Contract. The amount of the Contract price is the sole limitation of this indemnification.

Article 10

Contract Changes

- 10.1 The OWNER reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities and such alterations in the details of construction, whether a substantial change or not, so long as they are consistent with the scope of the Work included in this Contract, including but not limited to alterations in the grades, dimensions or alignments of the Contract Work, as may be found necessary or desirable by the OWNER. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract. The CONTRACTOR agrees to perform the Work, as altered, the same as if it had been a part of the original Contract.

Article 11

Enumeration of Contract Documents

- 11.1 The Contract Documents, which constitute the entire agreement between the OWNER and CONTRACTOR are enumerated as follows:
1. Duly approved Change Orders, Addenda, and Modifications;
 2. This Agreement between OWNER and CONTRACTOR and all amendments and addendum hereto;
 3. Plans and Specifications consisting of one (1) drawing dated September 11, 2007;
 5. Certificates of Insurance (**Exhibit "A"**);
 7. Payment and Performance Bonds (**Exhibit "B"**);
 8. Add any other documents to be made part of the Contract.

In resolving conflicts, errors, and discrepancies between the various Contract Documents, precedent in interpretation shall be given in the foregoing order. The Contract Documents shall become part of this Contract as if physically attached as a part hereof, and all documents shall be interpreted together to yield the most consistent results to achieve the purpose of this Project.

Article 12

Contract Documents

- 12.1 The Contract Documents consist of this Agreement, and the Drawings and Specifications, and the other documents listed in this Agreement and any modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the CONTRACTOR. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.
- 12.2 Execution of the Contract by the CONTRACTOR is a representation that the CONTRACTOR has visited the site and become generally familiar with the local conditions under which the Work is to be performed. The CONTRACTOR shall not, however, be required to conduct surveys or analyses of existing structures or tests of such surface conditions unless specifically directed to do so and compensated therefor under this Contract.
- 12.3 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the CONTRACTOR to fulfill the CONTRACTOR's obligations.

Article 13

Contractor

The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

- 13.1 Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 13.2 The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's employees and other persons carrying out the Contract. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 13.3 The CONTRACTOR shall, without additional expense to the OWNER, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the Work.

- 13.4 The CONTRACTOR shall use its best efforts to obtain all necessary permits as soon as possible after the date of Contract commencement. Any delays in obtaining permits must be brought to the attention of the OWNER without delay.
- 13.5 The CONTRACTOR shall check all Plans and Specifications furnished to him immediately upon their receipt and shall promptly notify the OWNER of all errors, inconsistencies, omissions and discrepancies. Figures marked on Plans shall, in general, be followed in preference to scale measurements. Anything mentioned in the Specifications and not shown on the Plans, or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of a difference between the Plans and the Specifications, the Specifications shall govern. In case of a discrepancy either in the figures, in the Plans, or in the Specifications, the matter shall be submitted to the OWNER who shall make a determination in writing. Any adjustment by the CONTRACTOR without such a determination by the OWNER shall be at his own risk and expense. All deviations made by the CONTRACTOR from the Specifications and Plans will be compiled and provided to the OWNER. The OWNER may furnish from time to time such detail Plans and other information considered necessary to clarify the Contract.
- 13.6 The CONTRACTOR shall pay all applicable taxes for the Work or portions thereof provided by the CONTRACTOR which are legally enacted at the time this Agreement is executed, whether or not yet effective, and which are legally required of the CONTRACTOR.
- 13.7 The CONTRACTOR shall comply with and give notices required by laws, ordinances, rules, negotiations, and lawful orders of public authorities bearing on the performance of the Work. The CONTRACTOR shall promptly notify the OWNER if the Drawings and Specifications are observed by the CONTRACTOR to be at variance therewith.
- 13.8 The CONTRACTORS shall be responsible to the OWNER for the acts and omissions of the CONTRACTOR's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract with the CONTRACTOR.
- 13.9 The CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the CONTRACTOR shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials.
- 13.10 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Stat. Section 440.56), and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA), and its amendments.
- 13.11 The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
1. All employees on the Work site(s) and all other persons who may be affected thereby.

2. The Work and all materials and equipment incorporated therein.

3. Other property at the site(s) or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the Work.

13.12 The CONTRACTOR, at all times during performance and until the work is completed and accepted, shall maintain a competent superintendent ("Project Manager or Project Supervisor") at the Site while work is in progress to act as the CONTRACTOR'S agent. The Project Manager shall be fully capable of properly interpreting the Contract Documents and must be thoroughly experienced in the type of work being performed. The Project Manager shall have the full authority to receive instructions from the OWNER and to execute the orders or directions of the OWNER including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The superintendent must speak and understand English fluently. The CONTRACTOR shall also maintain at least one other responsible person who speaks and understands English, at the Site during all working hours. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of all personnel designated to be Project Managers or Supervisors to the OWNER at the pre-construction conference.

The CONTRACTOR has designated Project Manager/Supintendent(s) who are available 24 hours per day, 7 days a week (including holidays) related to the Project are:

Project Manager/Supervisor 1: _____

Phone No. () _____

Fax No.: () _____

E-mail address: _____

Home address: _____

(If applicable) Project Manager/Supervisor 2: _____

Phone No.: () _____

Fax No.: () _____

E-mail address: _____

Home address: _____

Article 14

Changes in the Work

14.1 The OWNER, without invalidating the Contract, may order changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and Contract Time being

adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the OWNER and CONTRACTOR.

14.2 The Contract Sum and Contract Time shall be changed only by Change Order.

14.3 The cost or credit to the OWNER from a change in the Work shall be determined by mutual agreement.

14.4 If during the progress of the Work, subsurface or latent physical conditions are encountered at the Site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the CONTRACTOR disturbs the conditions or performs the affected work.

14.5 Upon receipt of written notification of differing site conditions from the CONTRACTOR, the OWNER will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The OWNER will notify the CONTRACTOR whether or not an adjustment of the Contract is warranted. The OWNER will not allow a Contract adjustment for a differing site condition unless the CONTRACTOR has provided the required written notice.

Article 15

Protection of Persons and Property

15.1 The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein; and
3. other property at the site or adjacent thereto.

15.2 The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The CONTRACTOR shall promptly remedy damage and loss to property at the site caused in whole or in part by the CONTRACTOR, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the CONTRACTOR is responsible except for damage or loss attributable to acts or omissions of the OWNER or by anyone for whose acts he may be liable, and not attributable to the fault or negligence of the CONTRACTOR.

- 15.3 The CONTRACTOR shall not be required to perform without consent any Work relating to asbestos, polychlorinated biphenyl (PCB), or any other substance which the CONTRACTOR reasonably believes to be a hazardous or dangerous waste.
- 15.4 In the event that the CONTRACTOR does encounter such material or conditions reasonably believed to involve hazardous or other substances, the CONTRACTOR shall immediately stop Work in the area and report the condition to the OWNER in writing. The CONTRACTOR shall not be required to resume Work unless and until an appropriate agreement concerning testing, design, construction means, methods, sequences and safety precautions has been reached, and the Contract Time and the Contract Sum are adjusted to reflect the additional time, costs, and additional Work necessary to continue and complete the Project.
- 15.5 All operations of the CONTRACTOR, including storage of materials upon OWNER's premises, shall be confined to areas authorized or approved by the Owner. Temporary buildings, storage sheds, shops, offices, etc., may be erected by the Contractor only with the approval of the OWNER and shall be built with labor and materials furnished by the CONTRACTOR without expense to the OWNER. Such temporary buildings and utilities shall remain the property of the CONTRACTOR and shall be removed by him at his expense upon the completion of the Work.
- 15.6 The CONTRACTOR shall not store materials, except those to be incorporated in the work, on the Contract site. Portions of completed Work and materials incorporated in the Work shall be deemed to have become the property of the OWNER.
- 15.7 The CONTRACTOR shall maintain, where and when needed, suitable and sufficient guard signs and barriers, and at night, suitable and sufficient lights for the prevention of accidents. Guard signs and lights shall comply with OSHA and FDOT regulations. Maintenance of traffic control shall comply with FDOT regulations and standards.
- 15.8 The CONTRACTOR shall consider the safety and well being of the vessels during both daytime operations and at night. The CONTRACTOR shall make every effort and as directed by the ENGINEER, consideration for navigational ingress and egress of the marina users. The Contractor shall not impede the navigation of vessels without approval of the OWNER or ENGINEER.

Article 16

Correction of Work

- 16.1 All work shall be subject to inspection and testing by the OWNER at all reasonable times and at all places prior to acceptance. Any such inspection and testing is for the sole benefit of the OWNER and shall not relieve the CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with the Contract requirements. No inspection or testing by the OWNER shall be construed as constituting or implying acceptance. Inspection or testing shall not relieve the CONTRACTOR of responsibility for damage to or loss of the material or work in place prior to acceptance, or in any way will affect the continuing rights of the OWNER after acceptance of the completed Work.

- 16.2 All work shall be subject to inspection and testing by the OWNER at all reasonable times and at all places prior to acceptance. Any such inspection and testing is for the sole benefit of the OWNER and shall not relieve the CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with the Contract requirements. No inspection or testing by the OWNER shall be construed as constituting or implying acceptance. Inspection or testing shall not relieve the CONTRACTOR of responsibility for damage to or loss of the material or work in place prior to acceptance, or in any way will affect the continuing rights of the OWNER after acceptance of the completed work.
- 16.3 The CONTRACTOR shall, without charge, replace any material or correct any workmanship found by the OWNER not to conform to the Contract requirements, unless the OWNER consents to accept such material or workmanship with an appropriate adjustment in Contract price. The CONTRACTOR shall promptly segregate and remove rejected material from the premises. If the CONTRACTOR does not promptly replace rejected material or correct rejected workmanship, the OWNER may, by Contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the CONTRACTOR, or
- 16.4 May terminate the CONTRACTOR's right to proceed. The CONTRACTOR shall furnish promptly, without additional charge, all facilities, labor and material reasonably needed for performing such safe and convenient inspection and test as may be required by the OWNER. All inspection and testing by the OWNER shall be performed in such manner as not to unnecessarily delay the Work. The OWNER reserves the right to charge to the CONTRACTOR any additional cost of inspection or testing when material or workmanship is not ready at the time specified by the CONTRACTOR for inspection or testing, or when re-inspection or retesting is necessitated by work not complying with the Contract and/or any applicable Federal, State or municipal laws, codes and regulations in connection with the prosecution of the Work.
- 16.5 Should it be considered necessary or advisable by the OWNER at any time before acceptance of the entire Work, to make an examination of Work already completed, by removing or tearing out same, the CONTRACTOR shall, on request, promptly furnish all necessary facilities, labor and material. If such Work is found to be defective or not conforming in any material respect, due to the fault of the CONTRACTOR or his subcontractors, the CONTRACTOR shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract price to compensate the CONTRACTOR for the additional services involved in such examination and reconstruction and, if completion of the Work has been delayed thereby, he shall, in addition, be granted a suitable extension of time.
- 16.6 Unless otherwise provided in this Contract, acceptance by the OWNER shall be made as promptly as practicable after completion and inspection of all work required by this Contract, or that portion of the work, that the OWNER determines can be accepted separately. Acceptance shall be final and conclusive, except as regards latent defects, fraud or such gross mistakes as may amount to fraud or as regards the OWNER's rights under any warranty or guarantee. The OWNER shall evidence acceptance of the work in writing by approved request for "Final Payment".

Article 17
Termination For Convenience of the Owner

- 17.1 Upon seven (7) calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the OWNER may, without cause and without prejudice to any other right or remedy, terminate the Contract for the OWNER's convenience whenever the OWNER determines that such termination is in the best interest of the OWNER. Where the Contract is terminated for the convenience of the OWNER, the notice of termination must state that the Contract is being terminated for the convenience of the OWNER under the termination clause and the extent of the termination. Upon receipt of the notice of termination, the CONTRACTOR shall promptly discontinue all work at the time.
- 17.2 Termination of a Contract or a portion thereof, under the provisions of this section, does not relieve the CONTRACTOR or the surety of its responsibilities for the completed portion of the Contract or its obligations for and concerning any just claims arising out of the Work performed.

Article 18
Funding

In the event that sufficient budgeted funds are not available for a new fiscal period, the OWNER shall notify the CONTRACTOR of such occurrence and the Contract shall terminate on the last day of the current fiscal period without penalty or expense to the OWNER.

Article 19
Right to Audit

The OWNER reserves the right to audit the CONTRACTOR's records as such records relate to the services and the Contract between the OWNER and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

Article 20
Notice

All notices and invoices to the OWNER shall be sent to the following address:

Town of Lake Park
Attention: Town Manager
535 Park Avenue
Lake Park, FL 33403

Copies of notices and invoices shall be provided to the ENGINEER:

Cutcher & Associates, Inc
Coastal Engineers

752 N. US Hwy 1
Tequesta, FL 33469

In addition, to the Town Attorney:

Baird & Roselli
11891 U. S. Highway One, Suite 100
North Palm Beach, FL 33408

All notices and invoices to the CONTRACTOR shall be sent to the following address:

VANCE CONSTRUCTION COMPANY
7166 Interpace Rd. Riviera Beach, FL 33404

Article 21

Suspension of the Work and Termination of the Contract

- 21.1 If the Work is stopped for a period of more than thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, or because of an act of force majeure, such as an earthquake, floods, war or other act outside the control of CONTRACTOR, in any case through no act or fault of the CONTRACTOR or a subcontractor or their agents or employees or any of the persons performing any of the Work under a contract with the CONTRACTOR, or if the OWNER fails to make payment to the CONTRACTOR through no fault of the CONTRACTOR for a period of thirty (30) days, the CONTRACTOR may, upon seven additional days' written notice to the OWNER, terminate the Contract and recover from the OWNER payment for all Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.
- 21.2 If the CONTRACTOR defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the OWNER, after ten (10) days' written notice to the CONTRACTOR and without prejudice to any other remedy the OWNER may have, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR. Alternatively, provided sufficient cause exists to justify such action, the OWNER may terminate the contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR and may finish the Work by whatever method the OWNER may deem expedient. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor, but if such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

Article 22

Miscellaneous Provisions

- 22.1 The laws of the State of Florida shall govern all aspects of this Contract. In the event that it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 22.2 Changes made by the OWNER will not be considered to waive any of the provisions of the Contract, nor may the CONTRACTOR make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate

quantities and the quantities of work actually performed. All work shall be performed as directed by the OWNER and in accordance with the Contract Documents.

22.3 The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the OWNER.

22.4 If either party utilizes legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

22.5 The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract. The OWNER undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

22.6 The CONTRACTOR is an independent contractor and is not an employee or agent of the OWNER. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER and the CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The CONTRACTOR is free to provide similar services to others.


22.7 This Contract states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the OWNER's staff do not suffice to legally bind the OWNER in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized OWNER's representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors in interest.

22.8 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Contract in triplicate.

This Contract will be effective on the ____ day of _____ 2007.

TOWN OF LAKE PARK, FLORIDA

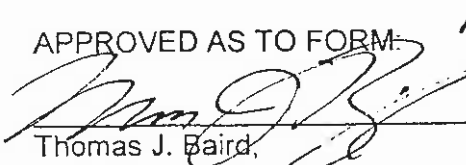

for Paul Castro, Mayor

ATTEST:


Vivian Mendez, Town Clerk

SEAL

APPROVED AS TO FORM:


Thomas J. Baird,
Town Attorney

WITNESS:

VANCE CONSTRUCTION COMPANY,

By: *[Signature]*

State of Florida
County of Palm Beach

On this the 17th day of JANUARY 2008, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by (name of corporate officer) WHESE VANCE (title), of THE VANCE CONSTRUCTION, a Florida corporation, on behalf of the corporation. PRES

WITNESS my hand
and official seal



JUDITH B. RICHEY
MY COMMISSION # DD 705960
EXPIRES: September 25, 2011
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of FLORIDA

☒ Personally known to me, or
☐ Produced identification:

(type of identification produced)

**TOWN OF LAKE PARK
UNILATERAL PAYMENT**

PROJECT DESCRIPTION:

Page 1 of 1

Contract No: _____

Date of Contract: _____

The above shall be referred to as the "Contract".

PAYMENT INFORMATION:

On or about the ____ day of _____, 200_, the Town of Lake Park determined that the Contractor is due additional sums of money for work performed under the Contract and on the project described above, and the Town has elected to make payment to the Contractor pursuant to the Contract as set forth and itemized below:

DESCRIPTION OF EACH ITEM OF WORK

AMOUNT

Revised Plan Sheet

Number(s): _____

Granted Time (Due to delays to controlling items of work shown on approved work schedule): _____

Reason(s) for Granted

Time: _____

-
1. The quantities to be paid shall be necessary to complete the Contract. The quantities so determined shall be paid at the unit prices stated above and on the attached sheet(s).
 2. This unilateral payment does not alter or change in any manner the force and effect of the original Contract Documents, including previous amendments thereto, except insofar as the same is altered and amended by this document.
 3. By acceptance of this unilateral payment the Contractor does not waive any rights the Contractor may have against the Owner for payment of any additional sums the Contractor claims are due for the described work.
 4. All sums paid by the Owner hereunder shall be credited against the sums that may be due the Contractor for the itemized work described above in the amounts set forth above. The Contractor shall apply the payment made hereunder to the items described above and in the amount shown above.

Approved By: _____

Amount this Payment \$ _____

Print Name and Title

Executed By: _____

Date of Funds Approval: _____

**CONTRACTOR'S AFFIDAVIT AND FINAL RELEASE OF LIEN
STATE OF FLORIDA
COUNTY OF PALM BEACH**

CONTRACT NO. _____

BEFORE ME, the undersigned authority personally appeared _____, who after being sworn by me first duly sworn, deposes and says that:

1. He/She is _____ (Title), of _____ (Company) doing business in the State of Florida, (hereinafter called "Contractor").
2. Contractor, pursuant to Contract dated _____, (hereinafter referred to as "Contract") with TOWN OF LAKE PARK, (hereinafter referred to as "OWNER"), has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in the Contract.
3. Contractor represents that all work to be performed under the Contract has been fully completed and that all persons and firms who furnished material, labor and/or services incident to the completion of said work have been paid in full.
4. The Contractor, for and in consideration of final payment in the amount of \$ _____, and all other previous payments paid by Owner to Contractor, does hereby waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of liens whatsoever, on any of the premises owned by Owner on which improvements have been completed in connection with the Contract.
5. The Contractor herein makes this Affidavit and Final Release of Lien for the express purpose of inducing Owner to make final disbursement and payment to the Contractor in the amount of \$ _____.
6. This Lien is made by Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, Contractor expressly agrees to indemnify and save Owner harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, sub-contractors or materialmen who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the work performed under the Contract.
7. To the best of the Contractor's knowledge and belief, the following is a list of all employed under this Contract who have filed a Notice to Owner with the Town of Lake Park.

	NAME	ADDRESS	AMOUNT DUE
1.			
2.			
3.			
4.			

(Attached a separate sheet if necessary)

The Contractor herein does hereby represent that he has authority to execute a full and final release of lien for and in behalf of the Contractor as set forth above.

(Corporate Seal)

By: _____
(Title)

SWORN TO and subscribed before me this _____ day of _____, 200__.

(Notary Public)
My Commission Expires: _____

PROJECT:
CONTRACTOR:
CERTIFICATE OF FINAL ACCEPTANCE TOWN OF LAKE PARK
CONTRACTOR FOR:
CONTRACT DATE:
DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this contract has been reviewed and found to be complete. The Date of Final Acceptance of the Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Document.

BY

Date

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

OWNER

Date

**SUBCONTRACTOR'S, MATERIALMEN AND LABORER'S
FINAL WAIVER OF LIEN**

STATE OF FLORIDA
COUNTY OF PALM BEACH
CONTRACT NO. _____

WHEREAS, the undersigned, _____, has been heretofore employed by _____ to furnish certain services, materials and/or labor to the Town of Lake Park on property located at: _____

NOW, THEREFORE, the undersigned, for a good and valuable consideration of _____ dollars, the receipt of which is hereby acknowledged, hereby and now waives unto the TOWN OF LAKE PARK any and all lien, right of lien or claim of whatsoever kind or character on the above described real estate, on account of any and all labor or material, or both, furnished for or incorporated into said real estate by the undersigned; and further certifies that the consideration moving to the undersigned for executing this Waiver of Lien has been mutually given and accepted as absolute cash payment and not as a conditional or part payment or as security for payment.

The undersigned herein does hereby represent that he has authority to execute this Final Release of Lien.

Signed, sealed and delivered this _____ day of _____, 2008.

(Corporate Seal)

By: _____
(Title)

SWORN TO and subscribed before me this _____ day of _____, 2008

(Notary Seal)

(Notary Public)
My Commission Expires: _____

Date: _____

Signature: _____

TAB 5

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 2, 2008

Agenda Item No.

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING
<input type="checkbox"/> GENERAL APPROVAL OF ITEM
<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION
<input type="checkbox"/> DISCUSSION
<input type="checkbox"/> BID/RFP AWARD
<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Acquisition of Sanitation Vehicles

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager

W. Davis

Date:

3/26/08

Name/Title

Date of Actual Submittal

Originating Department: Town Manager	Costs: \$699,899 Funding Source: Sanitation Reserves Acct. #	Attachments: Summary Sheet and Florida Sheriff's Dept. Contracts
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: <i>Please initial one.</i>

Summary Explanation/Background: The Sanitation Department is functioning without spare vehicles for any of its four operations. When any vehicle falls into disrepair, service to our customers is disrupted and the department is forced to rent vehicles at exorbitant costs

Cost for new vehicles

2009 Autocar WRX with a Hiel Front loader	\$200,455.00
5 year extended warranty	7,776.00
2-way radio	950.00
Tags and decals	125.00
Total	\$209,306.00

2009 Autocar WRX with a Hiel Side loader	\$215,298.00
5 year extended warranty	7,776.00
2-way radio	950.00
Tags and decals	125.00
Total	\$224,149.00

2009 International 4300 with Petersen	
Clamshell loader	\$ 97,650.00
5 year warranty	2248.00
2-way radio	950.00
Tags and decals	125.00
Total	\$100,973.00

2009 International 4300 with Labrie	
Recycle body	\$153,148.00
5 year warranty	2,248.00
2-way radio	950.00
Tags and decals	125.00
Total	\$156,471.00

\$ 690,899

3/25/2008

Customer: City of Lake Park

Specification:	46	District:	Southern			extended
Base Price:						\$43,041.00
Options Code:		Description	Quantity	Price		
04EBS		Bendix AD-9 Air Dryer	1	\$477.00	\$	477.00
					\$	-
1WED		180" Cab to Axle (168.9" required for recycler)	1	\$528.00	\$	528.00
13-13AJK		33,000 GVWR Pck.	1	\$9,156.00	\$	9,156.00
02WED		33,000 GVWR 180" CA	1	\$1,421.00	\$	1,421.00
DSO-14SAB		Reyco Rear Suspension (required for recycler)	1	\$1,183.00	\$	1,183.00
DSO-8WUX		Relocate battery box (required for recycler)	1	\$48.00	\$	48.00
DSO-16VBU		Access steps, both sides (required for recycler)	1	\$145.00	\$	145.00
DSO-12NSZ		255 HP/ 660 Torque Engine (required for recycler)	1	\$597.00	\$	597.00
DSO-12B51		Engine adaptor/ front PTO (required for recycler)	1	\$78.00	\$	78.00
DSO-7BDP		Relocate Exhaust (required for recycler)	1	\$182.00	\$	182.00
Dealer Options:						
Clark		Labrie Model Top Select 2000, 33 Cu. Yd. Recycle Body with:	1	\$96,292.00	\$96,292.00	
		Maximizer Compaction Panel, Single Camera System,			\$	-
		Rear Amber Flashing Lights, Cart Tippers for both sides,			\$	-
		Cab conversion for right & left side stand up drive w/ low entry			\$	-
					\$	-
					\$	-
					\$	-
					\$	-
Total:						\$153,148.00

RECYCLE

John Bradley
Account Manager
Rechtien International Trucks, Inc.
3787 Interstate Park Road
Riviera Beach, FL 33404
office - 561.882.9050
fax - 561.882.0218
cell - 561.818.4374
email - bradley@rechtien.com

INTERNATIONAL

March 25, 2008

Prepared For:
Town of Lake Park
Paul Mathis
535 Park Ave.
Lake Park, FL 33403-2603
(561)881 - 3345
Reference ID: N/A

Presented By:
RECHTIEN INT'L TRUCKS, Inc.
John W Bradley
3787 Interstate Park Road
Riviera Beach FL 33404 -
(561)882-9050

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2008 7300 SBA 4X2 (SA615)

APPLICATION:	Recycler
MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000 Calc. Start / Grade Ability: 43.80% / 2.67% @ 55 MPH Calc. Geared Speed: 67.3 MPH
DIMENSION:	Wheelbase: 236.00, CA: 168.90, Axle to Frame: 63.00
ENGINE, DIESEL:	(International MaxxForce DT) 255 HP, 660 lb-ft Torque @ 1400 RPM, 2600 RPM Governed Speed, # 2 Bell Housing
TRANSMISSION, AUTOMATIC:	(ALLISON 3500_RDS_P) 4th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	(Dana Spicer I-120W) Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	(Dana Spicer 21060S) Single Reduction, 21,000-lb Capacity, Hypoid Gearing With 200 Wheel Ends Gear Ratio: 6.17
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 G149 RSA (GOODYEAR) 501 rev/mile, load range G, 14 ply
TIRE, REAR:	(4) 11R22.5 G149 RSA (GOODYEAR) 501 rev/mile, load range G, 14 ply
SUSPENSION, RR, SPRING, SINGLE:	(Reyco 102CC) 23,000-lb Capacity; Includes (3) Torque Rods
PAINT:	Cab schematic 100GN Location 1: 9219, Winter White (Std) Chassis schematic N/A

INTERNATIONAL®**Vehicle Specifications
2008 7300 SBA 4X2 (SA615)****March 25, 2008****Description**

Base Chassis, Model 7300 SBA 4X2 with 236.00 Wheelbase, 168.90 CA, and 63.00 Axle to Frame.

TOW HOOK, FRONT (2) Inside Rail, Frame Mounted.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.868" x 3.822" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Steel, Swept Back

Includes

: BUMPER, FRONT Powder Coated Gray (Argent) Color

WHEELBASE RANGE 189" (480cm) Through and Including 256" (650cm)

AXLE, FRONT NON-DRIVING (Dana Spicer I-120W) Wide Track, I-Beam Type, 12,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 12,000-lb Capacity; With Shock Absorbers

Includes

: SPRING PINS Rubber Bushings, Maintenance-Free

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE CHAMBERS, SPRING (2) Rear Parking

: BRAKE LINES Color Coded Nylon

: DRAIN VALVE Twist-Type

: DUST SHIELDS, FRONT BRAKE

: DUST SHIELDS, REAR BRAKE

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE VALVE Color-Coded Yellow Knob, Located on Instrument Panel

: SLACK ADJUSTERS, FRONT Automatic

: SLACK ADJUSTERS, REAR Automatic

: SPRING BRAKE MODULATOR VALVE

DRAIN VALVE (Berg) Manual; With Pull Chain, for Air Tank

AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)

AIR DRYER (Bendix AD-9) With Heater

BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. MGM Long Stroke Brake Chambers

BRAKES, REAR, AIR CAM 16.5" x 7.0"; Includes MGM TR3030 Long Stroke Brake Chamber and Heavy Duty Spring Actuated Parking Brake

AIR COMPRESSOR (Bendix Tu-Flo 550) 13.2 CFM Capacity

AIR TANK LOCATION (2) 11" Dia., Mounted Left Side BOC Under Battery Box

STEERING COLUMN Stationary

STEERING WHEEL 2-Spoke, 18" Diam., Black

STEERING GEAR (Sheppard M-100) Power

EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Left Side Back of Cab, Includes Vertical Tail Pipe & Bright Guard

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: BATTERY BOX Steel with Fiberglass Cover; Mounted Right Side, Back of Cab

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: FUSES, ELECTRICAL SAE Blade-Type

: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover

Description

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
 : HEADLIGHTS (2) Sealed Beam Halogen, 5" X 7" Rectangular, with Chrome Plated Bezels
 : HORN, ELECTRIC Single
 : JUMP START STUD Located on Positive Terminal of Outermost Battery
 : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
 : RUNNING LIGHT (2) Daytime, Included With Headlights
 : STARTER SWITCH Electric, Key Operated
 : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
 : TURN SIGNAL SWITCH Self-Cancelling with Lane Change Feature
 : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted
 : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
 : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
 : WIRING, CHASSIS Color Coded and Continuously Numbered

ALTERNATOR (Leece-Neville 8LHP2172VAH) Brush Type; 12 Volt 110 Amp. Capacity, Pad Mounted

BODY BUILDER WIRING To Rear of Frame, With Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket

BATTERY SYSTEM (International) Maintenance-Free (2) 12-Volt 1300CCA Total.

HORN, AIR Black, Single Trumpet, Air Solenoid Operated, Mounted Behind Bumper on Right Rail

STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt; less Thermal Over-Crank Protection

BATTERY BOX Medium Duty Battery Box Mounted 36" Back of Cab on Left Rail

INDICATOR, LOW COOLANT LEVEL With Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses

GRILLE Stationary, Chrome

FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 Emissions

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "GN"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

CLUTCH Omit Item (Clutch & Control)

PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted

ENGINE, DIESEL (International MaxxForce DT) 255 HP, 660 lb-ft Torque @ 1400 RPM, 2600 RPM Governed Speed, # 2 Bell Housing

Includes

: AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated
 : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control
 : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel
 : ENGINE OIL DRAIN PLUG Magnetic
 : ENGINE SHUTDOWN Electric, Key Operated
 : FAN Optimized Position
 : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-In-Fuel Sensor; Engine Mounted
 : GOVERNOR Electronic
 : OIL FILTER, ENGINE Spin-On Type

FAN DRIVE (Horton Drivemaster) "Two Speed" Direct Drive, With Residual Torque Device for Disengaged Fan Speed

Includes

: FAN Nylon

RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air Cooler

DescriptionIncludes

- : DEAERATION SYSTEM with Surge Tank
- : RADIATOR HOSES Premium, Rubber

FEDERAL EMISSIONS for 2004; for International VT365, DT466 and DT570 Engines

AIR CLEANER Single Element

Includes

- : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

FEDERAL EMISSIONS 2007 for International MaxxForce DT Engines (DT466)

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for International post 2007 Emissions Electronic Engines

EXPANDED ENGINE TEMP EFFECTS to Allow Higher Engine Operating Temperature Range; Includes Nylon Surge Tank and 15 psi Pressure Cap

EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Regulations

AUTOMATIC NEUTRAL Allison WT, 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged

TRANSMISSION, AUTOMATIC (ALLISON 3500_RDS_P) 4th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.

Includes

- : OIL FILTER, TRANSMISSION Mounted on Transmission
- : TRANSMISSION OIL PAN Magnet In Oil Pan

OIL COOLER, AUTO TRANSMISSION (Modine) Water to Oil, for Allison or CEEMAT Transmission

TRANSMISSION SHIFT CONTROL (ALLISON) Push-Button Type; for Allison 3000 & 4000 Series Transmission

SHIFT CONTROL PARAMETERS WT-Allison S-1 Performance Programming In Primary and Allison S-4 Economy Programming In Secondary

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); Front Loaders, Rear Loaders, Recycling/Packer Trucks

AXLE, REAR, SINGLE (Dana Spicer 21060S) Single Reduction, 21,000-lb Capacity, Hypoid Gearing With 200 Wheel Ends . Gear Ratio: 6.17

Includes

- : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle

SUSPENSION, RR, SPRING, SINGLE (Reyco 102CC) 23,000-lb Capacity; Includes (3) Torque Rods

FUEL TANK Top Draw; D Style, Steel, 50 U.S. Gal., 189 L Capacity, With Quick Connect Outlet, 16" Tank Depth, Mounted Left Side Under Cab

CAB Conventional

Includes

- : ARM REST (2) Molded Plastic; One Each Door
- : CLEARANCE/MARKER LIGHTS (5) Flush Mounted
- : COAT HOOK Located on Rear Wall, Centered Above Rear Window
- : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel
- : DOME LIGHT, CAB Rectangular, Switch Instrument Panel Mounted and Door Activated, Timed Theater Dimming, Center Mounted
- : GLASS, ALL WINDOWS Tinted
- : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side
- : GRAB HANDLE, CAB INTERIOR (2) "B" Pillar Mounted, One Each Side
- : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color
- : STEP (4) Two Steps Per Door

Description

SEAT, PASSENGER Omit Item

GAUGE CLUSTER English With English Electronic Speedometer

Includes

: GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level
 : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout
 : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)

GAUGE, OIL TEMP, ALLISON TRAN

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes In Gauge Cluster

SEAT, DRIVER (Gra-Mag) Non-Suspension, High Back With Integral Headrest, Vinyl, With Fixed Back

Includes

: SEAT BELT 3-Point, Lap and Shoulder Belt Type

MIRRORS (2) (Lang Mekra) Rectangular, 7.44" x 14.84", Brackets Breakaway Type, With 102" Wide Spacing, With 7.44" sq. Convex Both Sides, With Black Heads, Brackets & Arms

ACCESS, CAB Driver & Passenger Sides, With Two Temporary Steps on the Passenger side, for Conventional Cab

INSTRUMENT PANEL Center Section, Flat Panel

HEATER (International Blend-Air) With Defroster

FRESH AIR FILTER for HVAC

CAB INTERIOR TRIM Deluxe

Includes

: "A" PILLAR COVER Molded Plastic
 : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat the Back Panel is Only Partially Covered and with a Full Bench Seat the
 : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets and Retainer Nets and CB Radio Pocket
 : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors
 : FLOOR COVERING Rubber, Black
 : HEADLINER Soft Padded Cloth
 : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section
 : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door
 : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console

CAB REAR SUSPENSION Air Bag Type

WHEELS, FRONT DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs.

Includes

: PAINT IDENTITY, FRONT WHEELS White
 : WHEEL SEALS, FRONT Oil Lubricated, Includes Wheel Bearings

WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs

Includes

: PAINT IDENTITY, REAR WHEELS White
 : WHEEL SEALS, REAR Oil Lubricated, Includes Wheel Bearings

(2) TIRE, FRONT 11R22.5 G149 RSA (GOODYEAR) 501 rev/mile, load range G, 14 ply

(4) TIRE, REAR 11R22.5 G149 RSA (GOODYEAR) 501 rev/mile, load range G, 14 ply

Cab schematic 100GN

INTERNATIONAL*

Vehicle Specifications
2008 7300 8BA 4X2 (SA615)

March 25, 2008

Description

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

Labrie Model Top Select 2000, 38 Cu. Yd. Recycle Body.

Body Specifications

Labrie Model – Top Select 2000 Recycle Body with:

38 Cubic Yard capacity

Maximizer compaction panel

Single camera system

Rear amber flashing lights

Broom and shovel with brackets

Cab conversion for right & left hand side stand up drive with low entry

Cart tippers for both sides of body

Mounted on international 7300 4x2 cab & chassis

3/17/2008

FSA # 07-15-0827

FLORIDA SHERIFF'S ASSOCIATION Contract

Customer: City of Lake Park

Specification: 46 **District:** Southern

Base Price:

Options Code:

	Description	Quantity	Price	extended
5708	Tilt Steering Wheel	1	\$112.00	\$ 112.00
1WEC	156" cab to axle (168 inch required for loader)	1	\$324.00	\$ 324.00
13-13ALZ	33,000 GVWR pck (required for loader)	1	\$9,156.00	\$ 9,156.00
2WEC-J	33,000 GVWR 156" CA (required for loader)	1	\$1,217.00	\$ 1,217.00
TL3	Peterson Lightning loader	1	\$43,800.00	\$43,800.00

extended
\$43,041.00

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

Dealer Options:

Total:

\$97,650.00

John Bradley
Account Manager
Rechtien International Trucks, Inc.
3787 Interstate Park Road
Riviera Beach, FL 33404
office - 561.882.9050
fax - 561.882.0218
cell - 561.818.4374



RECHTIEM INTERNATIONAL TRUCKS, INC.

3787 Interstate Park Road West, Riviera Beach, FL 33404

FAX COVER SHEET

DATE: 3-18-08

TO: PAUL MATHEIS

FROM: JOHN BRADLEY

OF PGS: 20

COMMENTS:

LIGHTNING LOCOM

PHONE: 561-882-9050

FAX: 561-882-0218

WATTS: 866-882-9050

3/17/2008

FLORIDA SHERIFF'S ASSOCIATION Contract

email • bradley@rechtien.com

INTERNATIONAL*

March 17, 2008

Prepared For:
Florida Sheriffs Association
Lynn Meek
2617 Mahan Drive
Tallahassee, FL 32308-
(850)877 - 2165
Reference ID: N/A

Presented By:
RECHTIEN INT'L TRUCKS, Inc.
John W Bradley
3787 Interstate Park Road
Riviera Beach FL 33404 -
(561)882-9050

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2009 4300 SBA 4X2 (MA025)

MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000 Calc. Start / Grade Ability: 31.00% / 2.32% @ 55 MPH Calc. Geared Speed: 87.3 MPH
DIMENSION:	Wheelbase: 236.00, CA: 168.90, Axle to Frame: 98.00
ENGINE, DIESEL:	{International MaxxForce DT} 245 HP, 620 lb-ft Torque @ 1400 RPM, 2600 RPM Governed Speed, # 2 Bell Housing
TRANSMISSION, AUTOMATIC:	{ALLISON 3000_RDS_P} 4th Generation Controls; Close Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{International I-120SG} I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer 21060S} Single Reduction, 21,000-lb Capacity, Hypoid Gearing With 200 Wheel Ends Gear Ratio: 6.17
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 G149 RSA (GOODYEAR) 501 rev/mile, load range G, 14 ply
TIRE, REAR:	(4) 11R22.5 G149 RSA (GOODYEAR) 501 rev/mile, load range G, 14 ply
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
PAINT:	Cab schematic 100GA Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description

Base Chassis, Model 4300 SBA 4X2 with 236.00 Wheelbase, 168.90 CA, and 96.00 Axle to Frame.

TOW HOOK, FRONT (2) Inside Rail, Frame Mounted.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.375" x 3.705" x 0.438" (263.5mm x 94.1mm x 11.1mm); 456.0° (11582mm) Maximum OAL

BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness

Includes

: BUMPER, FRONT Powder Coated Gray (Argent) Color

CROSSMEMBER, REAR, AF (01)

WHEELBASE RANGE 199" (505cm) Through and Including 254" (645cm)

AXLE, FRONT NON-DRIVING (International I-120SG) I-Beam Type, 12,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf, 12,000-lb Capacity; With Shock Absorbers

Includes

: SPRING PINS Rubber Bushings, Maintenance-Free

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE CHAMBERS, SPRING (2) Rear Parking

: BRAKE LINES Color Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located In Instrument Cluster

: PARKING BRAKE VALVE Color-Coded Yellow Knob, Located on Instrument Panel

: SLACK ADJUSTERS, FRONT Automatic

: SLACK ADJUSTERS, REAR Automatic

: SPRING BRAKE MODULATOR VALVE

AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)

BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. MGM Long Stroke Brake Chambers

BRAKES, REAR, AIR CAM 16.5" x 7.0"; Includes MGM TR3030 Long Stroke Brake Chamber and Heavy Duty Spring Actuated Parking Brake

AIR COMPRESSOR (Bendix Tu-Flo 550) 13.2 CFM Capacity

DUST SHIELDS, FRONT BRAKE

DUST SHIELDS, REAR BRAKE

STEERING COLUMN Tilting

STEERING WHEEL 2-Spoke, 18" Diam., Black

STEERING GEAR (Sheppard M-100) Power

EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device, Frame Mounted Right Side Back of Cab, Includes Horizontal Tail Pipe

Includes

: PLEASE NOTE: The Horizontal Tailpipe Includes a Temperature Control Device

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: BATTERY BOX Steel; Mounted Left Side, Under Cab

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: FUSES, ELECTRICAL SAE Blade-Type

: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover

Description

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
: HORN, ELECTRIC Single
: JUMP START STUD Located on Positive Terminal of Outermost Battery
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
: RUNNING LIGHT (2) Daytime, Included With Headlights
: STARTER SWITCH Electric, Key Operated
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear. Combination with Reflector
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
: WIRING, CHASSIS Color Coded and Continuously Numbered

ALTERNATOR (Leece-Neville 8LHP2172VAH) Brush Type; 12 Volt 110 Amp. Capacity, Pad Mounted

BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM (International) Maintenance-Free (2) 12-Volt 1300CCA Total.

RADIO (Panasonic CQR-111) AM/FM, With Cassette Player, Includes Multiple Dual Cone Speakers

Includes

: SPEAKERS IN CAB (2) Dual-Cone with Deluxe Interior
: SPEAKERS IN CAB (4) Coaxial with Premium Interior

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt; less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL With Audible Alarm

GRILLE Chrome

FRONT END Tilting, Fiberglass, With Three Piece Construction

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "GA"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

CLUTCH Omit Item (Clutch & Control)

ENGINE, DIESEL (International MaxxForce DT) 245 HP, 620 lb-ft Torque @ 1400 RPM, 2600 RPM Governed Speed, # 2 Bell Housing

Includes

: AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated
: COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control
: CRUISE CONTROL Electronic; Controls Integral to Steering Wheel
: ENGINE OIL DRAIN PLUG Magnetic
: ENGINE SHUTDOWN Electric, Key Operated
: FAN Optimized Position
: FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted
: GOVERNOR Electronic
: OIL FILTER, ENGINE Spin-On Type

Description

FAN DRIVE (Borg-Warner SA85) Viscous Screw On Type

Includes

: FAN Nylon

FEDERAL EMISSIONS for 2004; for International VT365, DT466 and DT570 Engines

RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 816 SqIn Louvered, With 313 SqIn Charge Air Cooler. With In-Tank Transmission Cooler

Includes

: RADIATOR HOSES Premium, Rubber

AIR CLEANER Single Element

Includes

: GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

FEDERAL EMISSIONS 2007 for International MaxxForce DT Engines (DT466)

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for International post 2007 Emissions Electronic Engines

EXPANDED ENGINE TEMP EFFECTS to Allow Higher Engine Operating Temperature Range; Includes Nylon Surge Tank and 15 psi Pressure Cap

EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Regulations

TRANSMISSION, AUTOMATIC (ALLISON 3000_RDS_P) 4th Generation Controls; Close Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.

Includes

: OIL FILTER, TRANSMISSION Mounted on Transmission

: TRANSMISSION OIL PAN Magnet in Oil Pan

TRANSMISSION SHIFT CONTROL (ALLISON) Push-Button Type; for Allison 3000 & 4000 Series Transmission

SHIFT CONTROL PARAMETERS WT-Allison S-1 Performance Programming in Primary and Allison S-4 Economy Programming in Secondary

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction

AXLE, REAR, SINGLE (Dana Spicer 21060S) Single Reduction, 21,000-lb Capacity, Hypoid Gearing With 200 Wheel Ends . Gear Ratio: 6.17

Includes

: REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle

SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring

AXLE, REAR, LUBE (EmGard 75W-90) Synthetic Oil; 1 thru 29.99 Pints

FUEL TANK Top Draw; D Style, Steel, 50 U.S. Gal., 189 L Capacity, 16" Deep, With Quick Connect Outlet, Mounted Right Side, Under Cab

CAB Conventional

Includes

: ARM REST (2) Molded Plastic; One Each Door

: CLEARANCE/MARKER LIGHTS (5) Flush Mounted

: COAT HOOK Located on Rear Wall, Centered Above Rear Window

: CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel

: DOME LIGHT, CAB Rectangular, Door Activated, Timed Theater Dimming, Center Mounted, Integral to Console

: GLASS, ALL WINDOWS Tinted

Description

- : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side
- : GRAB HANDLE, CAB INTERIOR (2) "B" Pillar Mounted, One Each Side
- : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color
- : STEP (4) Two Steps Per Door

SEAT, PASSENGER Omit Item

GAUGE CLUSTER English With English Electronic Speedometer

Includes

- : GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter
- : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout
- : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)

GAUGE, OIL TEMP, ALLISON TRAN

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, FRONT BENCH (Gra-Mag) Full Width; Vinyl, With Fixed Mid Back

Includes

- : SEAT BELT (3) Two 3-Point Shoulder Belts for Driver and Outer Passenger and One Lap Belt for Center Passenger
- MIRRORS (2) (Lang Mekra) Rectangular, 7.44" x 14.84", Brackets Breakaway Type, With 102" Wide Spacing, With 7.44" sq. Convex Both Sides, With Black Heads, Brackets & Arms

CAB MOUNTING HEIGHT EFFECTS Mid Cab In Lieu of Low Cab Mounting Height (Approx. 4") With Cab Air Suspension

INSTRUMENT PANEL Center Section, Flat Panel

AIR CONDITIONER (International Blend-Air) With Integral Heater & Defroster

Includes

- : HEATER HOSES Premium
- : REFRIGERANT Hydrofluorocarbon HFC-134A

CAB INTERIOR TRIM Deluxe

Includes

- : "A" PILLAR COVER Molded Plastic
- : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal Is Covered Except for the Following: with a Two-Man Passenger Seat the Back Panel Is Only Partially Covered and with a Full Bench Seat the
- : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets and Retainer Nets and CB Radio Pocket
- : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors
- : FLOOR COVERING Rubber, Black
- : HEADLINER Soft Padded Cloth
- : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section
- : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door
- : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console

WHEELS, FRONT DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs.

Includes

- : PAINT IDENTITY, FRONT WHEELS White
- : WHEEL SEALS, FRONT Grease Lubricated, Includes Wheel Bearings

WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs

Includes

- : PAINT IDENTITY, REAR WHEELS White
- : WHEEL SEALS, REAR Oil Lubricated, Includes Wheel Bearings

Description

WHEEL SEALS, FRONT (International) Oil-Lubricated Wheel Bearings

WHEEL BEARING, FRONT, LUBE (EmGard 50W) Synthetic Oil

(2) TIRE, FRONT 11R22.5 G149 RSA (GOODYEAR) 501 rev/mile, load range G, 14 ply

(4) TIRE, REAR 11R22.5 G149 RSA (GOODYEAR) 501 rev/mile, load range G, 14 ply

Cab schematic 100GA

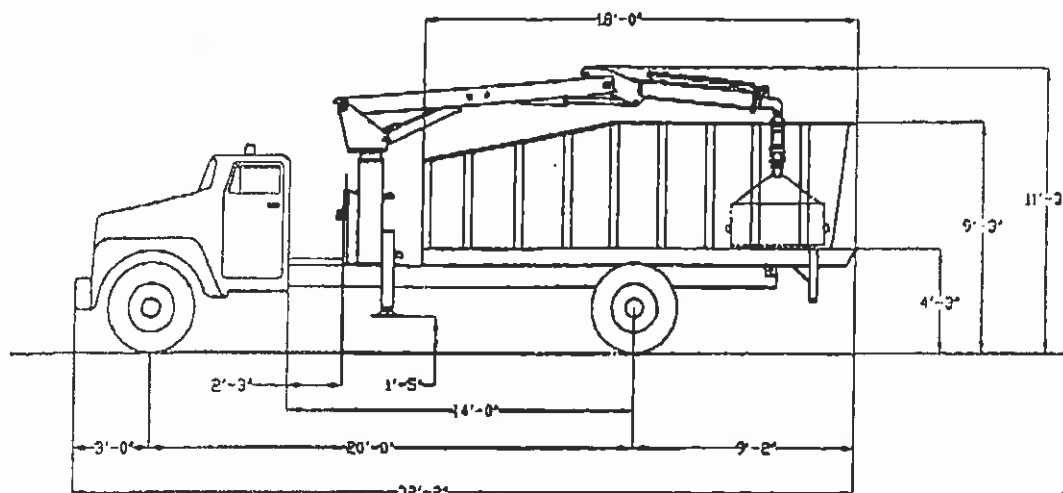
Location 1: 9219, Winter White (Std)

Chassis schematic N/A

Lightning Loader

Specifications & Technical Data*

11/04



* Actual dimensions and weights may vary due to chassis selection

General

Reach (from centerline rotation)	20 feet
Main Boom and Tip Boom	16 feet
Tip Extension	4 feet
Tare Weight (empty)	23,000 lbs
Front Axle Weight	8,510
Rear Axle Weight	14,490 lbs
Outrigger Span	11'8"
Storage Height	11'3"
Dump Body Hoist Capacity	16 tons

Lifting Capacity

10 Foot Radius	7,100 lbs
16 Foot Radius	4,400 lbs
20 Foot Radius	3,200 lbs

Weight of bucket and/or attachments must be subtracted from lift capacities shown. Standard bucket weights approx. 1000 lbs. Capacities shown do not exceed 85% of vehicle tipping moment with outriggers fully extended on firm, level ground.

Bucket Features

All purpose clamshell design, 4 feet wide with an opened width of 5 feet. High impact tempered steel used on bucket cutting edges for extended life. Reverse curve shape helps prevent scalping of lawns. Continuous rotation. No hoses below bucket rotator.

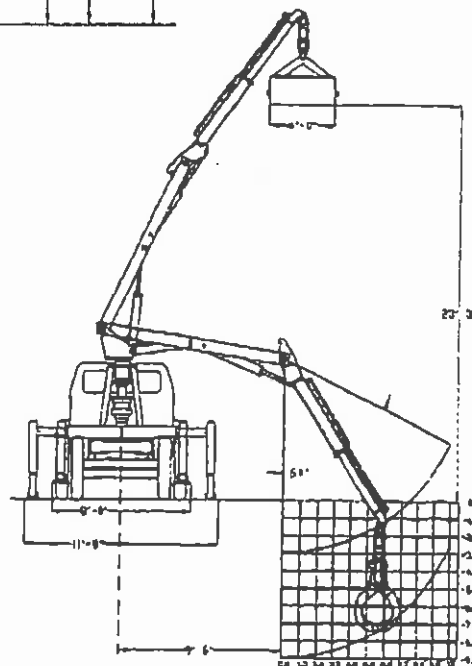
Recommended Chassis

Specification (Minimum)

Body Style	Conventional Cab
Cab-to-Axle Dimension	168"
Front Axle Rating	12,000 lbs
Rear Axle Rating	21,000 lbs
Gross Vehicle Weight Rating	33,000 lbs
Frame	1,500,000 RBM
Engine	210 HP Diesel
Transmission	Automatic

Structural

A-frame pedestal design allows flexing under repeated load shocks. Replaceable Cast Nylon bushings used in head assembly. Head assembly is stress relieved. Reinforced connection points with hardened pins and replaceable bushings. Counterbalance valves used on boom cylinders and pilot operated check valves used on vehicle outrigger cylinders.



Trash Dump Body

18 feet, 24 cubic yard capacity is standard (larger sizes available). 3/16" solid plate floor on cross members with 12" centers.

Operator Controls

Dual manual controls (greaseless) for outriggers and loader on both sides of the truck for easy access and visibility. Top-mount controls are available.

PETERSEN INDUSTRIES

Petersen Industries, Inc.
1-800-930-5622
www.PetersenInd.com
local: 863-676-1493
fax: 863-676-6844
4000 Hwy 50 West
Lake Wales, FL 33859

Your authorized Petersen dealer

Recommended TL-3 Package

TL3-1824TBS

This is our most popular package. The configuration is as follows:

CHASSIS

Medium duty chassis with a conventional cab (Class 7). Cab to axle dimension should be 168 in. (varies with body length) with 76 in. of after frame. The frame RBM rating should be no less than 1,500,000. GVWR should be 33,000 (12K front and 21K rear). Exterior grab handles on both sides. Horizontal exhaust extended at least 6 ft. past cab. We will not knowingly mount this package on a chassis that does not meet these minimum requirements.

LOADER

TL-3 - Although numerous options are available, the most important will be the selection of your actuator (boom swing motor). Our standard is the HA-36 (max. torque rating of 72,000 in.lbs.). This motor will serve the customer well unless the terrain is hilly or mountainous. In these areas it will be necessary to add the option of our SAI hydraulic motor (max. torque rating of 150,000 in.lbs.).

BODY

1824TBS - This is our 18 ft. 24 cu.yd. body. This unit has a 16 ton dump hoist as standard. There are numerous options available for this body, including some inexpensive options, which could noticeably increase the life span. See your price list for options.



SPECIFICATIONS:
MODEL TL-3 "LIGHTNING LOADER"
20 FOOT KNUCKLEBOOM GRAPPLE LOADER

INTENT

It is the intent of these specifications to describe a hydraulically operated, knuckleboom trash loader with telescopic boom to be used in the collection of oversize trash items such as discarded appliances, furniture, brush, leaves, building materials, etc. In this configuration, the loader is intended to be mounted directly behind the cab of a long wheelbase cab chassis, along with a trash dump body. This arrangement provides a complete, one man operated, turn-key system.

VEHICLE

The recommended vehicle for this application has a minimum Gross Vehicle Weight of 33,000 lbs., the cab-to-axle dimension varies depending upon body length (see body specifications), a minimum of 1,500,000 RBM frame rating and minimum of 76 in. of after frame. Cab must have exterior grab handle on both sides.

PEDESTAL ASSEMBLY

To be an open A-frame type to allow flexing under repeated load shocks. Total height not to exceed 7 ft. from mounting plate to top of pedestal/main boom connection point.

Spindle to be single piece high strength solid steel (ASTM 4140) turning in (ASTM-D4020-81) cast nylon bearings. Welded spindle/head assembly is to be stress relieved prior to installation.

Boom rotation to be accomplished by a direct drive 270 degree hydraulic rotary actuator, Model HA-36, with a maximum torque rating of 72,000 in. lbs. This rotary actuator eliminates the need for any type of gear reduction, thereby eliminating the metal-to-metal wear found in open, exposed pinion and bull gear design. To prevent spindle bending moments from being transmitted to rotary actuator, the actuator must be mounted by means of a torque arm assembly.



BOOM CONSTRUCTION

Main boom to be comprised of two ea., 4 in. x 8 in. x 3/8 in. thick high tensile steel tubes connected to each other only at their center line to allow a shock absorbing flexing action of the boom. Main boom hydraulic cylinder must have a minimum of 1200psi down pressure for compacting loads.

Tip boom to have an extendible/retractable telescopic section controllable from the operator's platform. Must have mechanical stops to prevent cylinder stress. The inner and outer sleeves of the telescopic section must be separated by replaceable cast nylon wear blocks on all sides to prevent metal-to-metal wear. Hydraulic hoses for the telescopic section must be enclosed in steel box for protection. No exposed tip extension hoses shall be permitted.

LIFT CAPACITY

Load radius is measured from the center of boom rotation to the center of the bucket rotation.

Capacities shown must not exceed 85% of vehicle tipping moment, with outriggers fully extended on firm, level ground. *Weight of bucket and/or attachments to boom must be subtracted from lift capacities shown.

Boom Radius	Lift Capacity
10 ft.	7,100 lbs.
16 ft.	4,400 lbs.
20 ft.	3,200 lbs.

*Standard bucket weighs approximately 1,000 lbs.

BOOM CONNECTION POINTS

Boom connection points must be equipped with replaceable cast nylon or bronze bushings and a 2 in. bolt with castellated nut to prevent spreading of the connection pivot point.

TRASH BUCKET

To be a special municipal trash bucket actuated by a single double-acting cylinder. The bucket shall be capable of continuous rotation with no need for physical stops. Bucket rotation to be accomplished by a continuous rotation bucket motor, Model RE, with 5,500 in. lbs. torque rating. Bucket must have the capability to be rolled over on the load without damage to any components. This allows a maximum load and keeps boom height within acceptable limits. Bucket must also have a minimum reach of 9 feet below grade.

The bucket must incorporate:

- 3/16 in. plate, smooth steel clamshell scoop for leaves and sand
- end plates are to be a minimum 5/8 in. thick and of A-572 grade 50, 50,000psi steel
- a minimum of 5 ribs per side to handle branches, logs and appliances
- a trample ram in the center for compressing trash in body.
- Replaceable bolt-on bucket blades made of high impact tempered steel

The bucket must be 4 ft. long with an opened width of 5 ft. between pickup blades. Anti-scalping bucket sides are pivot mounted to provide a horizontal closing action rather than a vertical digging motion. Sides are mechanically linked to single hydraulic cylinder to ensure both sides close and open together. No hydraulic hoses below bucket rotator.

POWER SOURCE

To be a transmission mounted power take off coupled directly to the hydraulic pump (no drive shafts).

For vehicles with an automatic transmission, the power source shall be a "Hot Shift" PTO. "Hot Shift" automatically disengages the PTO when the truck is placed in gear, and reengages when the truck is placed back in neutral (ready for hydraulic operation). This eliminates the possibility of damage to the hydraulic components that could result if the operator drives the vehicle with the PTO in gear. Also provides for smooth engagement of PTO with no gnashing or grinding of gears.

For vehicles with a manual transmission and air brakes, the power source must be a "Air Shift" PTO.

For vehicles with a manual transmission and hydraulic brakes, the power source must be a "Cable Shift" PTO.

Must be equipped with overspeed protection (with the exception of a manual transmission). Over-speeding the pump causes the hydraulic fluid to overheat. Overspeed protection prevents damage to the hydraulic system. All electrical connections are to be to chassis manufacturer's specifications.

HYDRAULIC COMPONENTS

Reservoir:	40 gallon baffled tank with <u>suction</u> and <u>return</u> filters and cutoff valves for easy servicing. Includes a sight gauge with a thermometer and a vent filter.
Cylinders:	Double acting with chromed rods and aluminum pistons.
Main Boom:	5 in. x 32 in. with a 2 ½ in. shaft.
Tip Boom:	5 in. x 32 in. with a 2 ½ in. shaft.
Tip Extension:	2 in. x 48 in. with a 1 ¼ in. shaft.
Bucket:	4 in. x 12 in. with a 2 in. shaft.
Control Valves:	Gresen stack type with port reliefs
Safety Locking Valves:	Counter balance valves to be installed on main boom, tip boom, and tip extension cylinders and pilot operated check valves on outriggers to prevent a leakdown or collapse in case of a hydraulic hose rupture.
Pump:	Single Commercial Intertech P-20
Hydraulic Lines:	JIC mechanical tubing, 12,000 PSI working pressure. High tensile steel wire braided hoses, 4000 PSI working pressure.
Pressure:	Main relief set at 2,500 PSI maximum.

ENGINE CONTROL

Engine is to be programmed for the proper RPM level and activated by a marine type switch at the operator's station.

OPERATOR CONTROLS

DUAL CONTROLS: Control platform to be located directly behind conventional cab at the same height as the top of the truck frame to allow operator access from the truck cab without ever having to touch the ground. A single bank of control valves to be mounted at the mid-point of loader, with control handles accessible from the operator platform on either side of truck. Control handle pattern must be the same on both sides of the truck for superior visibility. Control handles shall not require lubrication. A "Grip Strut" serrated steel walk platform is included.



OUTRIGGER STABILIZERS

MODEL 3: Outriggers to be constructed with hydraulically powered telescoping rectangular tubing.

Outriggers to be equipped with large steel pads to minimize damage to street. Outriggers must telescope out and down to reach a horizontal distance of 11 ft. 8 in. between outer edges.

Horizontal stabilizer movement of each stabilizer to be powered by a hydraulic cylinder with a bore of 2 in. and a stroke of 20 in. Horizontal telescopic outrigger components to be separated by cast nylon bearings on all four sides to eliminate metal to metal contact and reduce wear.

Vertical movement to be provided by two hydraulic cylinders with a bore of 3 in. and a stroke of 22 in. These cylinders must be fully enclosed for protection, and equipped with pilot operated check valves.

PAINT

Loader must receive 1 coat of high-grade primer and 2 coats of high-grade enamel (manufacturers standard colors). Bucket to be painted PI standard black.

MISCELLANEOUS

Includes boom up sensor with indicator light and audible alarm (light in cab with audible alarm warns the driver of excessive boom height), tail pipe extended past operator platform and back-up alarm.

One operator/service/parts manual included

One hour training videotape for operators/mechanics included

Current model must have been in production at least fifteen years.

WARRANTY

Three year major structural and one year hydraulic. For loader and body. (**See Warranty Sheet**)



OPTIONAL EQUIPMENT MODEL TL-3 "LIGHTNING LOADER"

PEDESTAL ASSEMBLY

Hydraulic Motor:

Model SAI 1250/150: Boom rotation to be accomplished by a direct drive 270 degree planetary gearbox with radial piston hydraulic motor. Model SAI 1250/150, with a maximum torque rating of 150,000 in. lbs. This enclosed gearbox must be 100% oil bath which eliminates the lubrication labor and the metal-to-metal wear found in open, exposed pinion and bull gear design. To prevent spindle bending moments from being transmitted to enclosed gearbox, the gearbox must be mounted by means of a torque arm assembly.

OPERATOR CONTROLS:

Top-Mount: Operator station is located on a stationary platform above the truck cab. The control valves are mounted under the seat, with the control handles between the operator's legs for easy access. A ladder, safety railing, padded seat with arm rests, and seat belt are provided. Please note that if top mount controls are selected, your rotation is limited to 195 degrees.

Optional: Foot pedal to control boom swing

Joystick (dual walk-thru): Petersen mechanical QuadStick controls. Each of the four joysticks has six functions to control loader operation. Outriggers are controlled by two joysticks at the center of the operator platform. Body dump is controlled by a single lever at the center of the operator platform.

Joystick (top mount): Two mechanical six function joysticks located on either side of the operator seat control loader operation. Outtrigger and body dump controls are located to the left of the operator seat.

MISCELLANEOUS

Outtrigger Warning Light and Audible Alarm: Dash mounted red light remains lit and audible alarm sounds until the outriggers are fully raised.

Dual Top Strobe: Dual strobe lights mounted in a single housing.

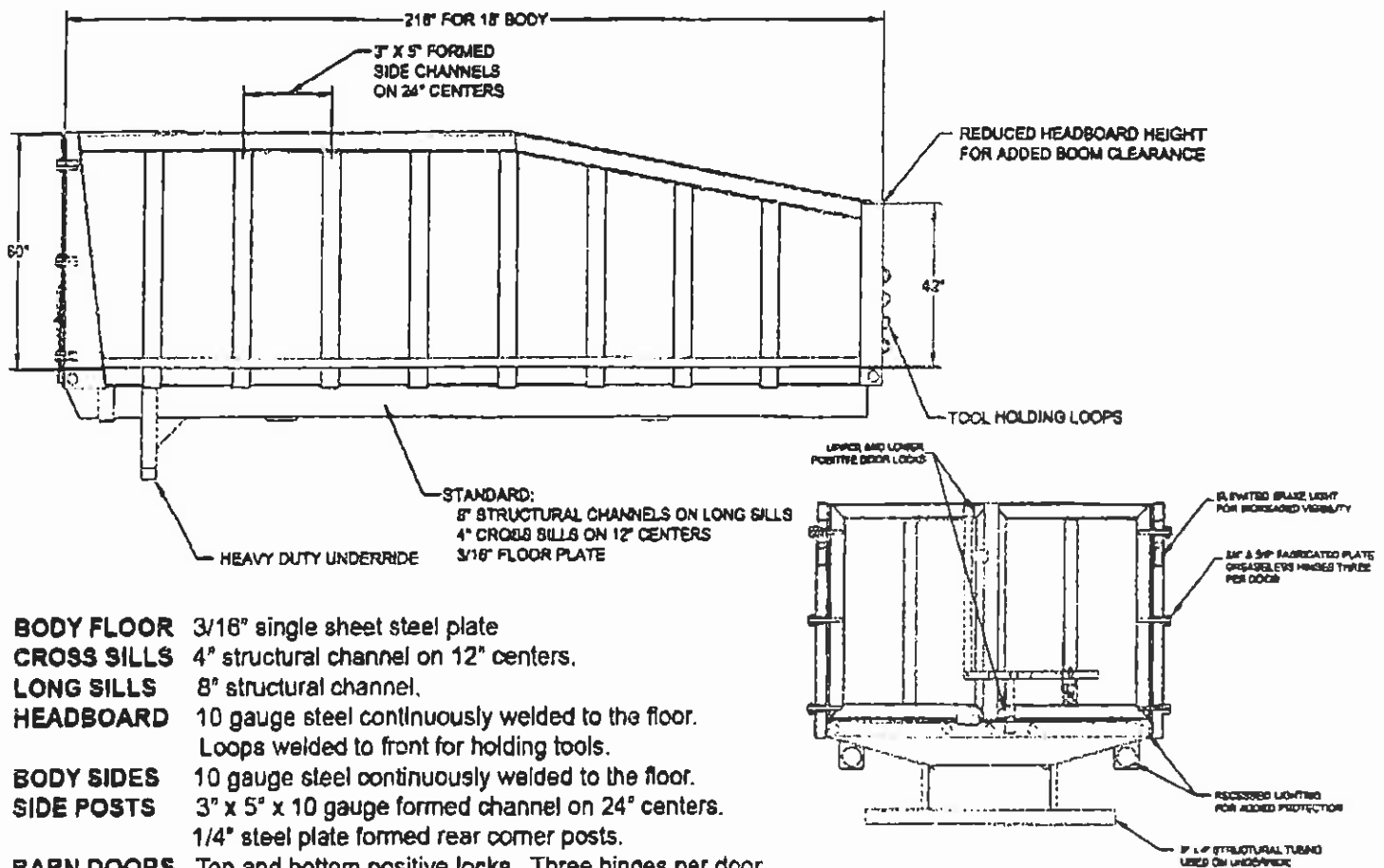
Rubber Street Pads: Mounted on outtrigger feet.

Outtrigger Strobes: Mount one on top of each outtrigger.

Reflective Tape: Applied to outtrigger legs.

Paint Bucket: colors other than black





- BODY FLOOR** 3/16" single sheet steel plate
- CROSS SILLS** 4" structural channel on 12" centers.
- LONG SILLS** 8" structural channel.
- HEADBOARD** 10 gauge steel continuously welded to the floor. Loops welded to front for holding tools.
- BODY SIDES** 10 gauge steel continuously welded to the floor.
- SIDE POSTS** 3" x 5" x 10 gauge formed channel on 24" centers. 1/4" steel plate formed rear corner posts.
- BARN DOORS** Top and bottom positive locks. Three hinges per door with two 5/8" thick straps.
- BODY HOIST** 16 ton dual hydraulic cylinder hoist. 20ft long bodies receive larger 23 ton heavy duty hoist. hoist. Body achieves 45 degree dump angle without contacting the ground.
- BODY LIGHTS** Meets federal lighting standards. Elevated brake lights for increased visibility and safety.
- PAINT** High grade primer and enamel finish.

The Petersen "Lightning Loader" has been the industry standard for economical, quality trash loading equipment for more than 26 years. More than 3,500 units have been tried and tested in over 150 municipalities nationwide and abroad. The Petersen Lightning Loader® has an established track record and a reputation as the highest quality, most reliable loading equipment available.

Petersen manufactures nearly all major components for its Lightning Loader® systems. Truck mounted units are assembled, fully installed and tested at Petersen's plant in Lake Wales, Florida. With complete CNC lathes, machining and fabrication facilities, Petersen is able to control every aspect of production schedule and quality control. The Petersen team of experienced management, sales staff, and manufacturing technicians work hard to provide our customers with the best specialized equipment in the industry.

- PI self-winding load covering device
- Single rear strobe mounted on safety bumper
- 1/4" floor plate
- 3/16" reinforcement plates between floor and sides
- Twin strobes mounted on rear corner posts
- Continuous welds for side posts
- Tool box inside body, locking door each side
- Tool box, truck frame mounted under body
- Six inch dual cylinder hoist (23 ton)
- Hand loading door
- Body dump alarm
- Steel mud flaps in front of rear wheels
- Wire loom for body wiring
- Steel conduit for exposed body wiring
- LED lights

Model	Length (ft.)	Volume (cu. Yd.)	Side Height	Cab-to-Axle (in.)	Min GVWR
1820 TBS	18	19.7	48"	168	33,000
1824 TBS	18	23.6	60"	168	33,000
1828 TBS	18	27.5	72"	168	33,000
2026 TBS	20	26	60"	186	35,000
2030 TBS	20	30.2	72"	186	37,000



Petersen Industries, Inc.
1-800-930-LOAD (8623)
www.PetersenInd.com
local: 863-676-1493
fax: 863-676-5844
4000 State Rd. 60 West
Lake Wales, FL 33859

**SPECIFICATIONS:
MODEL 1824TBS**

18 FOOT, 24 CUBIC YARD TRASH DUMP BODY

(This specification is intended for use with a knuckleboom grapple loader mounted on a 168 in. c/a chassis. Additional hydraulics and a different c/a needed for body only application.)

BODY FLOOR to be a single sheet of 3/16 in. smooth steel plate, 91 in. wide and 18 ft. long, continuously welded to the sides and headboard. Multiple floor panels welded together are not acceptable.

HEADBOARD to be 10 gauge smooth steel sheet, 42 in. high (measured inside from floor to top), continuously welded to the floor. Top rail to be a formed 3 in. x 4 in. 10 gauge steel.

SIDES to be of 10 gauge smooth steel sheet, front portion to be 42 in. high (measured inside from floor to top), angling to 60 in. for remainder of body and rear doors. Top of body sides to be formed with a right angle outward bend to be used as part of the top rail construction. A formed 3 in. x 4 in. 10 gauge formed channel is to be layered with this portion of the side and continuously welded to it to form the top rail. The top surface of this rail will be 1/2" thick. Side construction must be smooth all the way to the bottom. (No 90 degree angles on bottom of exterior body sides.)

SIDE POST to be of 3 in. x 4 in. x 10 gauge formed channel. Total of 3 on the headboard and 8 on each side on 24 in. centers, with 64 in. x 12 in. x 4 in. x 3 in. x 1/4 in. formed plate corner post to prevent side flareout. The bottom of each post must be completely open to allow maximum drainage.

CROSS MEMBERS to be 4 in. structural channel on 12 in. centers.

LONGITUDINAL BEAMS to be 8 in. structural channel.

BARN DOORS to be fitted on the rear of the body with a provision to swing each door completely around to the side and latch open for dumping. Each door must have 3 hinges, with each hinge consisting of 3 steel plates, 2 ea. 5/8 in. plate welded on body, 1 ea. 3/4 in. plate welded on door, all connected with a 3/4 in. steel pin. Hinges shall not require lubrication. A positive lock shall be provided at the top and bottom for locking doors closed. Doors to be fabricated from 10 gauge material and must have an all around outside frame with one center upright post per door.

HYDRAULIC HOIST to be scissor type, dual cylinder with 16 ton capacity. Hoist must raise the body to a minimum 45 degree dump angle without the rear of the body touching ground.

LIGHTS, REFLECTORS AND MUFLAPS must meet Federal standards. There is to be an additional set of brake lights mounted on the upper rear corner post. Clearance lights are to be flush, grommet mounted and shock resistant.



PAINT outside of body with 1 coat of high-grade primer and 2 coats of high-grade enamel. Inside of body must receive 1 coat of high-grade primer and 1 coat of high-grade enamel in manufacturer's standard colors. Body to be abrasive blasted prior to paint application.

SAFETY REAR BUMPER constructed of 3 in x 4 in. x 3/16 in. rectangular tubing.

BODY PROP included.

WARRANTY: Three year major structural components.

OPTIONS:

Petersen self winding load covering device

¼ in. floor plate

Tool box – truck frame mounted under body

Single rear strobe

6 in. floor to side slope plates

Tool box – inside body, locking door each side



GENERAL GMC TRUCK SALES & SERVICE, Inc.
dba VOLVO TRUCKS OF PALM BEACH

GMC
VOLVO

FSA # C7-15-0827

February 22, 2008

Mr. Paul Mathis
Public Works Department
650 Old Dixie Highway
Lake Park, FL 33403

Dear Mr. Mathis

We have attached the pricing for a 2009 Autocar chassis and Heil Half Pack Body as listed in the **Florida Sheriff's Association Specification #49-60,000 lb. GVWR Cab and Chassis 4X6 Tandem Axle Refuse Truck**

Autocar Base Price	\$115,216.00	
365 hp Engine Credit	-2,626.00	Option ISL3654500
Double Frame	648.00	Option 403012
46,000 lb Rear Axle	2,160.00	Option 330046
46,000 lb Rear Suspension	584.00	Option 350046
Front Engine PTO	515.00	Option 122002
425/R22.5 Front Tires	665.00	Option 930821
64,000 lb GVW	1,550.00	Option FLWX004B
Heil 40 yd Front Loader	82,391.00	Option Heil FL40
Total	\$200,455.00	

Sincerely,

Pete Barbis
Pete Barbis
Autocar Sales

COMMERCIAL
FRONT LOADER

Vehicle Specification

		Description
AUTOCAR TRUCKS		
S 004519	MODELS	WX64
S 300015	CAB SHELL	WX CAB - SINGLE LH DRIVE
SOLUTION		
O C01003	APPLICATION	REFUSE - LANDFILL
O C02001	BODY TYPE	COMMERCIAL FRONT END LOADER
O C03001	TERRITORY	EAST COAST
O C04001	BODY COMPANY	HEIL
O C06101	BODY STYLE	HEIL HALF PACK
O C05040	BODY CAPACITY	40 YARD
O D010200	FRONT GAWR	50000 LBS
O D020460	REAR GAWR	46000 LBS
O D100660	GVWR	66000 LBS
VEHICLE ADAPTATION		
S 114010	COUNTRY OF USE	UNITED STATES STD MARKET ADAPTATION
ENGINE		
O 1910C22	ENGINE ASSY	ISL 707 365HP@2100RPM / 1250 FT-LBS, CUMMINS
S 4460001	FUEL TYPE	ULTRA-LOW SULPHUR DIESEL FUEL REQUIRED
S 972A002	SPECIAL EMISSION CERTIFICATION LABELS	49 STATE-NO LABEL REQUIRED
ENGINE EQUIP		
O 122302	PTO-ENGINE FRONT	ADAPTER FOR SPICER 1350
S 128071	ENGINE CONTROL SPECIFICATIONS	DEFAULT SPECS
S P010065	VEHICLE GOVERNED SPEED LIMIT	SPEED LIMIT 65MPH
S P020001	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUT DOWN ENABLED (5 MINUTES)
S P030001	CRUISE CONTROL PARAMETER	CRUISE CONTROL ENABLED
S 132034	ENGINE PROTECT SYSTEM/WARNINGS	AUDIBLE/VISUAL ALARM/LOP, HT, LWL
S 170025	FILTER-FUEL	CUMMINS SPIN-ON FILTER
S 174V68	FUEL HEATER	NO HEAT EXCHANGER PROVIDED
S 1750001	ENGINE OIL	STANDARD ENGINE OIL
O 2080001	FAN & DRIVE-ENGINE	2-SPEED FAN

S 2090001	RADIATOR COOLANT	EXTENDED LIFE COOLANT
S 2200001	AIR CLEANER	15" ONE STAGE EPG CLEANER FOLGARDSON
S 2260001	AIR INTAKE RAIN CAP	BLACK, HOOD TYPE
S 2300022	SHELFER SYSTEM	SINGLE VERTICAL - RH SIDE
S 2310011	EXHAUST MUFFLERS	UNPAINTED ALUM VERT MUFF SILELO-S.NGLE
S 2320001	EXHAUST STACKS	STAINLESS STEEL VERTICAL - SINGLE
S 2340001	EXHAUST RAIN CAP	SINGLE
S 4380003	FILTER-FLEET ADDITIONAL	FLEETGLARD FS 1003 FAV SEPARATOR W/PROBE & DASH LIGHT
S 5300001	ENGINE/EXHAUST COVER	ALUM TURBO/EXHAUST PIPE DEBRIS SHIELD
S 700026	AIR COMPRESSOR	CUMMINS WABCO 18.7 CFM COMPRESSOR
S 802114	ALTERNATOR	DELCO REMY 12V 130AMP 22SI
S 810089	BATTERY	3 JOHNSON CONTROL 31ECL 12V 2250 CCA
S 8200002	STARTING MOTOR	DELCO REMY 12V 39 MT

TRANSMISSION

S 2580003	VOCATION	RDS REFUSE - VOC 400-XXX
S 269022	CONTROL MODULE (ELECT)	REFUSE W/ AUTO-NEUTRAL GR 300, V0142
O 2700018	TO TRANSMISSION	ALLISON 400 4500 RDS 6 SPEED
S 284016	TRANSMISSION CONTROLS	ALLISON PUSHBUTTON CONTROLS
S 286005	CONVERTER TRANSMISSION OIL	OIL TO WATER TYPE
S 290003	TRANSMISSION OIL FILL/CHECK	OIL FILL TUBE / DIPSTICK W/ LEVEL SENSOR
S 292004	TRANSMISSION LUBRICANT	TRANSYND SYNTHETIC AUTO TRANS FLUID
S 300011	DRIVESHAFT-MAIN	SPICER 1750HD HALF ROUND

FRONT AXLE

S 3700002	FRONT AXLE	MERITOR MFS-20 STEER AXLE, 10000 LB CAPACITY
S 371135	FRONT LOAD CUSHION	9500 LB LOW CAMBER FLAT LEAF 20,000 LB CAP
O 371701	SUSPENSION, FRONT AUX	ALON AUX LOAD CUSHION
S 373002	SHOCK ABSORBERS-FRONT	DOUBLE ACTING S.NGLE - HEAVY DUTY
S 374001	FRONT AXLE LUBRICANT	STANDARD
S 387003	FRONT STEERING RESERVOIR	FOUR QUART REMOTE MOUNTED

REAR AXLE

O 380444	REAR DRIVE AXLE-SINGLE & TANDEM	ALPIN MERITOR RT46-160 46,000 LB
----------	------------------------------------	----------------------------------

O 331538	REAR DRIVE AXLE RATIO	5.38
S 330U98	REAR AXLE LUBE PUMP	NO LUBRICATION PUMP
S 330001	REAR AXLE LUBRICANT	STANDARD
O 350004	REAR SUSPENSION	HENDRICKSON HMX-460 SUSP @ 5" T.A.S
S 351013	REAR SUSPENSION BEAMS	54 INCL STEEL RUBBER BUSHED
S 358005	TORQUE RODS	LONGITUDINAL & TRANSVERSE - RUBBER BUSHED

AUXILIARY AXLES

O 3520003	AUX AXLE PREP FOR CUSTOMER SUPPLIED AXLE	PUSHIE PREP WITH NO ADDITIONAL AIR OR CONTROLS
-----------	---	---

BRAKES

S 729002	AIR LINES-PARKING BRAKE, CHASSIS	AIR LINES CHASSIS PARK BRAKE
S 741047	BRAKE CONTROL SYSTEM	BENDIX ABS
S 7510003	BRAKES FOUNDATION, FRONT AXLE	ARVIN MERITOR 16.5X6 QP
S 754009	BRAKE SLACK ADJUSTERS-FRONT AXLE	ARVIN MERITOR AUTOMATIC
S 755001	DUST SHIELDS - FRT BRAKES	DUST SHIELDS - FRONT BRAKES
S 901001	BRAKE DRUM-FRONT	CAST IRON
S 7610003	BRAKES-FOUNDATION, REAR AXLE	ARVIN MERITOR 16.5X7 Q PLUS
S 764013	BRAKE SLACK ADJUSTERS-REAR AXLE	ARVIN MERITOR AUTOMATIC, 1ANDEM AXLE
S 765001	DUST SHIELDS - REAR BRAKES	DUST SHIELDS - REAR BRAKES
S 781012	REAR SLACK ADJUSTERS-PARKING, THERMOSTATOR	CAL- TYPE MCM STOPGARD (4)
S 910001	BRAKE DRUM-REAR	CAST IRON

CHASSIS

S 400209	WHEELBASE	209 INCHES
O 402092	FRAME-REAR OVERHANG	0"
S 403012	FRAME RAILS	3/8" VARIABLE DROP STEEL, EXT B
O 404002	FRAME REINFORCEMENT INNER	.23" LINEP, STANDARD LENGTH
S 409002	FRAME CROSS-MEMBER-CENTER	ALUMINUM
S 4110002	FRAME CROSS-MEMBER-END	ALUMINUM, MEMBER-IF REQUIRED
S 4120002	FRAME ROOTS	HUCKSPIN RR SUSP & CROSSMEMBERS
O 430998	FUEL TANK-LEFT	DELETE LHS FUEL TANK
O 431020	FUEL TANK-RIGHT	75 GAL 26" DIA UNPAINTED ALUMINUM
O 431T001	FUEL TANK MOUNTING-RHS	FUEL TANK MTD FWD RHS - STD (IF PROVIDED)
O 431U003	FUEL TANK MOUNTING HEIGHT	FUEL TANK SPACED 2, DROPPED 2

O 451R001	FUEL TANK FILL RIS	REAR - ALL FUEL TANK, RIS
O 456C15	FUEL LINES	SAE J1402 AT WIRE BRAIDED
S 460001	STEEL-PAINTED	STEEL PAINTED
S 486002	ENGINE MOUNTS-FRONT	TWO REMOVABLE TOW PINS
S 711002	AIR LINES-GRAB	FUEL TANKS FOR TANDEM AXLE
O 711006	AIR LINES MOUNTING	AS MANY TANKS IN RAIL AS POSSIBLE
S 715023	AIR DRYER	BENDIX ADIP WHEAT
O 7131001	AIR DRYER MOUNTING LOCATION	MOUNT AIR DRYER INSIDE RAIL
S 715002	WET TANK DRAIN	BENDIX D V-2 AUTOMATIC
S 7151001	AIR RESERVOIR DRAIN SYSTEM	PETCOCK, ALL TANKS
S 724001	AIR LINES-CAB	SAE J844 NYLON TUBING
S 728001	AIR LINES-CHASSIS	SAE J844 NYLON TUBING
S 8120005	BATTERY BOX	STEEL BOX, 3 BATTERY, LHS
S 812101	BATTERY BOX POSITION	BOX LOCATED AS FAR FWD AS POSSIBLE
O 812U004	BATTERY BOX HEIGHT	BATTERY BOX SPACED 2" DROPPED 4"
S 8140001	BATTERY SHUT-OFF SWITCH	BATTERY SHUT OFF W/ LOCK OUT

CAB EXTERIOR

S 4510001	STEEL CAB ACCESS, CAB MOUNTED	DUAL SELF CLEANING CAB ENTRANCE STEPS
S 452004	MUD FLAPS-FRONT WHEEL	FRONT FLAPS
S 502001	CAB DOORS	STEEL
S 502008	DOOR FLAP STRAPS	WITHOUT DOOR CHECK STRAP
O 5140001	CAB GUARD FRONT	RPM 210R CAB GUARD
S 622003	MIRROR MOUNT WEST COAST	STAINLESS STEEL
S 622U02	MIRROR ARM TYPE	RETRACTABLE ARMS, CHROME/STAINLESS STL
S 623026	MIRROR MOUNTARY	L&R 8" SS/OFFSET BALL STUD GROUT 12173
S 625M01	MIRRORS DOWN VIEW	DOWN VIEW
S 630026	LIGHTS-ALL	PAINTED TWIN MOUNTED UNDER CAB
S 631001	LIGHTS-ALL	SINGLE
S 660001	CAB PLATE MOUNTING-CLOZ.	HYDRAULIC TILT
O 6720002	GRILLE	AUTOMAR STATIONARY GRILLE
S 675001	GRILLE MOUNTING	BUS SCREEN MOUNTED BEHIND GRILLE
S 6910001	FENDER EXTENSIONS-FRONT	IMPACT RESISTANT POLY FENDER

CAB INTERIOR

S 3800001	WHEELS-ALL	16" DIA WHEEL 2 SPOKE
S 510234	SEAT CUSHION	WATERPROOF CUSHION LOW BACK, AIR

S 521110	SEAT-PASSENGER	FIXED TYPE, LOW BACK
S 526014	SEAT-INSERT	BLACK, CORDURA
S 538901	CABINET-TRUNK	MAT WITH FOAM BACK
S 539006	CABINET-TRUNK	AUTOMATIC INTERIOR UPHOLSTERY
S 593001	ASHTRAY	ASHTRAY MTD IN CONSOLE

CAB CLIMATE CONTROL

O 060001	CAB TEMPERATURE SYSTEM	AIR COND INTEGRAL WITH HEATER DEFROSTER
----------	------------------------	---

GAUGES & INSTRUMENTATION

S 057002	INSTRUMENTS SALES PKG	05 STANDARD GAUGES
S 136001	TACHOMETER/RPM TACHOMETER	ELECTRONIC TACHOMETER WITH HORN BELL
S 225009	AIR INTAKE RESTRICTION	GRADUATED, AIR CLEANER (10.000)
S 258009	TEMPERATURE WARNING OIL TEMPERATURE	TRANS TEMP WARNING LIGHT & BUZZER

LIGHTING

S 836005	LAMPS-HEAD	SINGLE ROUND HALOGEN
O 841003	LAMPS-TURN SIGNAL-FRONT	LED TURN SIGNALS, FRONT END LOADER PACKAGE
S 844016	SWITCH-TURN SIGNAL & FLASHER	NON-CANCELLING W/FLASHERIZED FLASHER
S 851002	LAMP-MARKER	AMBI-LED FOOT MARKERS
S 855001	LAMP-HEAD-TRUCK	BYD-LED
S 870001	CIRCUIT BREAKER/PROTECTION DEVICE	AUTO CIRCUIT BREAKERS

RADIO/MISC

S 509001	KEY-TO-LOCK/UNLOCK-DOORS	DOOR & IGNITION SAME - UNIQUE FOR TRUCK
O 590002	RADIO	AM/FM/CD STEREO, ROOF MTD
O 591001	ANTENNA/POWER SUPPLY	AM/FM ANTENNA, B-PILLAR MTD (6.000 CD, EXHAUST)
O 596005	RADIO-WEATHERS	2 DUAL CONE SPEAKERS
S 628017	WINDSHIELD WIPER	DUAL ELECTRIC MOTOR, INTERMITTENT

FRONT TIRE & WHEELS/ELEMENTS

S 921001	WHEEL-TRUCK FRONT AXLE	CE 2X TEL HUBCAP
S 942001	WHEEL-TRUCK REARS-FRONT	SCOTSLAND PLUS XL
S 904011	HUBS-FRONT	STEEL HUB PILOTED, 285MM BOLT CIRCLE
O 905510	WHEELS DISC-FRONT	22 IN X 12.5 ACY URIDE STEEL, HP, 22 IN X 12.5 29X07, 5111
S 905793	SPARE WHEELS-FRONT	NO SPARE FRONT WHEELS
O 920821	TIRE-TRUCK WIDE RANGE-FRONT	405X5822 51-10 PLY, TUBELESS 16.000

O 9310020 TIRE MANUFACTURER & TREAD - CONTINENTAL HTC
 FRONT

S 931098 SPARE FRONT TIRE NO SPARE FRONT TIRES

REAR TIRE & WHEELS

S 9130001 TIRE & WHEEL 17" CONTOUR HP 19 STUD

S 914525 WHEEL-AND-DISC-REAR 225X85-17 ACCU STEEL, HP. #28487,
 4111

S 914798 SPARE WHEELS-REAR NO SPARE REAR WHEELS

S 921062 TIRE SIZE & LOAD RANGE - REAR 17X225 H16 PR

S 9340018 TIRE MANUFACTURER & TREAD - CONTINENTAL HEL
 RUCR

S 934798 SPARE REAR TIRE NO SPARE REAR TIRES

S 9410001 WHEEL-SEAL-REAR SAVISEAL PLUS XL

PAINT

S 956001 CAR PAINT SCHEME SINGLE COLOR PAINT

S 956001 CAR PAINT-CYCL STANDARD WHITE

S 9800001 CAR COLOR-FIRST STANDARD WHITE NC007

S 986101 CHASSIS COLOR BLACK P3035

S 987949 BUMPER COLOR SAME AS CHASSIS, UNPAINTED
 ALUM OR CHROME

S 988401 DISC WHEEL OR RIM COLOR STEEL E-COAT WHITE /
 ALUM-UNPAINTED

ADDITIONAL OPTIONS

S 899002 WARRANTY STANDARD WARRANTY

S 8990005 WARRANTY 4YR WARRANTY ADDITIONAL 4YR WARRANTY

S 8995001 WARRANTY CLAIMS STANDARD WARRANTY

O 978105 FLOORING 105 DAY FLOORING

GENERAL GMC TRUCK SALES & SERVICE, Inc.
dba VOLVO TRUCKS OF PALM BEACH



FSA # 07-15-0827

February 22, 2008

Mr. Paul Mathis
Public Works Department
650 Old Dixie Highway
Lake Park, FL 33403

Dear Mr. Mathis

We have attached the pricing for a 2009 Autocar chassis and Heil Auto Side Loader
Body as listed in the **Florida Sheriff's Association Specification #49-60,000 lb.**
GVWR Cab and Chassis 4X6 Tandem Axle Refuse Truck

Autocar Base Price	\$115,216.00	
Dual Steer Cab (Sit Down)	3,333.00	Option FLWXD02B
365 hp Engine Credit	-2,626.00	Option ISL3654500
Double Frame	648.00	Option 403012
46,000 lb Rear Axle	2,160.00	Option 330046
46,000 lb Rear Suspension	584.00	Option 350046
Front Engine PTO	515.00	Option 122002
64,000 lb GVW	1,550.00	Option FLWX004B
Heil 28 yd Auto Side Loader	93,918.00	Option Heil DPF Python
Total	<u>\$215,298.00</u>	

Sincerely,

Pete Barbis
Autocar Sales

Vehicle Specification

		Description
AUTOCAR TRUCKS		
S 004519	MODELS	WX64
O 500032	CAB SHELL	WX CAB - DUAL DRIVE, LH & RH SIT
O 1000001	CUSTOMER TYPE	MUNICIPAL
SOLUTION		
O C01003	APPLICATION	REFUSE - LANDFILL
O C02004	BODY TYPE	AUTOMATED SIDE LOADER
O C03001	TERRITORY	EAST COAST
O C04001	BODY COMPANY	HEIL
O C06107	BODY STYLE	HEIL DURA PACK PYTHON AND 7000
O C05028	BODY CAPACITY	28 YARD
O D010200	FRONT GAWR	20000 LBS
O D020460	REAR GAWR	46000 LBS
O D100860	GVWR	66000 LBS
VEHICLE ADAPTATION		
S 114010	COUNTRY OF USE	UNITED STATES STD MARKET ADAPTATION
ENGINE		
O 1010022	ENGINE ASSY	ISL '07, 365HP @ 2100RPM / 1250 FT-LBS, CUMMINS
S 4460001	FUEL TYPE	ULTRA-LOW SULPHUR DIESEL FUEL REQUIRED
S 972A002	SPECIAL EMISSION CERTIFICATION LABELS	49 STATE-NO LABEL REQUIRED
ENGINE EQUIP		
S 128071	ENGINE CONTROL SPECIFICATIONS	DEFAULT SPECS
S P010065	VEHICLE GOVERNED SPEED LIMIT	SPEED LIMIT 65MPH
S P020001	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUT DOWN ENABLED (5 MINUTES)
S P030001	CRUISE CONTROL PARAMETER	CRUISE CONTROL ENABLED
S 132034	ENGINE PROTECT SYSTEM/WARNINGS	AUDIBLE/VISUAL ALARM/LOP, HT, IWL
S 170025	FILTER-FUEL	CUMMINS SPIN-ON FILTER
S 174V08	FUEL HEATER	NO HEAT EXCHANGER PROVIDED
S 1750001	ENGINE OIL	STANDARD ENGINE OIL

O 2080001	FAN & DRIVE ENGINE	2-SPEED FAN
S 2090001	RADIATOR COOLANT	EXTENDED LIFE COOLANT
S 2200001	AIR CLEANER	15" ONE STAGE EPG CLEANER DONALDSON
S 2260001	AIR INTAKE RAIN CAP	BLACK HOOD TYPE
S 2300022	MUFFLER SYSTEM	SINGLE VERTICAL - RH SIDE
S 2310011	EXHAUST SHIELDS	UNPAINTED ALUM VERT MUFF SHIELD-SINGLE
S 2320001	EXHAUST STACKS	STAINLESS STEEL VERTICAL - SINGLE
S 2340001	EXHAUST RAIN CAP	SINGLE
S 4380003	FILTER-FUEL, ADDITIONAL	FUEL GUARD FS 1003 F/W SEPARATOR W/PROBE & DASH LIGHT
S 5300001	ENGINE/EXHAUST COVER	ALUM TURBO EXHAUST PIPE DEBRIS SHIELD
S 7000026	AIR COMPRESSOR	CUMMINS WABCO 18.7 CFM COMPRESSOR
S 802114	ALTERNATOR	DELCO REMY 12V 130AMP 22SI
S 8100089	BATTERY	3 JOHNSON CONTROL 31ECL 12V 2550CCA
S 8200002	STARTING MOTOR	DELCO REMY 12V 39 MT

TRANSMISSION

S 2580003	VOCATION	RDS REFUSE - VOC 400-KXX
S 2650022	CONTROL MODULE (ELECT)	REFUSE W/ AUTO-NEUTRAL CRP 05, VP142
O 2700018	TRANSMISSION	ALLISON 4GC 4500 RDS 6 SPEED
S 2840016	TRANSMISSION CONTROLS	ALLISON PUSHBUTTON CONTROLS
S 2860005	COOLER-TRANSMISSION OIL	OIL TO WATER TYPE
S 2900003	TRANSMISSION OIL FILL/CHECK	OIL FILL TUBE / DIPSTICK W/ LEVEL SENSOR
S 2920004	TRANSMISSION LUBRICANT	TRANSYND SYNTHETIC AUTO TRANS FLUID
S 3000011	DRIVEN SHAFT MAP	SPICER 1750ID HALF ROUND

FRONT AXLE

S 3700002	FRONT AXLE	METTOR MAS-20 STEER AXLE, 20000# CAPACITY
S 371135	FRONT SUSPENSION	9500 LOW CAMBER FLATLEAF 20,800 GR CAP
S 371198	SUSPENSION, FRONT AUX	NO AEON AUX LOAD CUSHION PROVIDED
S 3730002	SHOCK ABSORBERS-FRONT	DOUBLE ACTING SINGLE - HEAVY DUTY
S 3740001	FRONT AXLE LUBRICANT	STANDARD
S 3870003	POWER STEERING RESERVOIR	FOUR QUART REMOTE MOUNTED

REAR AXLE

O 330444	REAR DRIVE AXLE-SINGLE & TANDEM	ARVIN MERITOR RT46-160 46,000 LB
O 331538	REAR DRIVE AXLE RATIO	5.38
S 336198	REAR AXLE LUBE PUMP	NO LUBRICATION PUMP
S 339031	REAR AXLE LUBRICANT	STANDARD
O 3500004	REAR SUSPENSION	HENDRICKSON HMX-460 SUSP @ 54" AS
S 351013	REAR SUSPENSION BEAMS	54 INCH STEEL RUBBER BUSHED
S 358005	TORQUE RODS	LONGITUDINAL & TRANSVERSE - RUBBER BUSHED

BRAKES

S 729002	AIR LINES-PARKING BRAKE, CHASSIS	AIR LINES CHASSIS PARK BRAKE
S 741047	BRAKE CONTROL SYSTEM	BENDIX ABS
S 7510033	BRAKES-FOUNDATION, FRONT AXLE	ARVIN MERITOR 16.5X6 QP
S 754009	BRAKE SLACK ADJUSTERS-FRONT AXLE	ARVIN MERITOR AUTOMATIC
S 755001	DUST SHIELDS - FRT BRAKES	DUST SHIELDS - FRONT BRAKES
S 901001	BRAKE DRUM-FRONT	CAST IRON
S 7610003	BRAKES-FOUNDATION, REAR AXLE	ARVIN MERITOR 16.5X7 Q PLUS
S 762013	BRAKE SLACK ADJUSTERS-REAR AXLE	ARVIN MERITOR AUTOMATIC, TANDEM AXLE
S 765001	DUST SHIELDS - REAR BRAKES	DUST SHIELDS - REAR BRAKES
S 787017	CAM TYPE CHAMBERS-PARKING, TOW BAR LOCK	CAM TYPE MCM STOPGARD (4)
S 910031	SLACK BELLS-REAR	CAST IRON

CHASSIS

O 400215	WHEELBASE	215 INCHES
O 402074	FRAME-REAR OVERHANG	74"
S 403012	FRAME RAILS	3/8" VARIABLE DROP STEEL, EXT B
O 404002	FRAME AIR DEFENDER FINNER	25" LINER, STANDARD LENGTH
S 409002	FRAME CROSSMEMBER-CENTER	ALUMINUM
O 4100002	HSR ISO OPTIONS	LIFT RD RAIL CLEAR
S 4110002	FRAME CROSSMEMBER-END CLOSING	ALUMINUM MEMBER-IF REQUIRED
S 4120002	FRAME TOWERS	HUCKSPIN RR SUSP & CROSSMEMBERS
S 430020	FUEL TANK-LEFT	75 GAL 26" DIA UNPAINTED ALUMINUM
O 430RC01	FUEL TANK FILL LHS	REAR FILL FUEL TANK, LHS
O 430TC01	FUEL TANK MOUNTING LHS	FUEL TANK MTD FWD LHS - STD (IF PROVIDED)
O 431U003	FUEL TANK MOUNTING HEIGHT	FUEL TANK SPACED 2, DROPPED 2

CAB EXTERIOR

CAB INTERIOR

Page 4 of 6

S 526014	SEAT INSERT	BLACK COREURA
S 538001	CURSEY & MATT	MATVIBR FOAM BACK
S 5390021	CAR INTERIOR	AUTO TUFF INTERIOR UPHOLSTERY
S 5930001	AIR FILTER	AIR FILTER MTD IN CONSOLE

CAB CLIMATE CONTROL

O 060002	CAB TEMPERATURE SYSTEM	KYSOL, KIA 300 ROOF MOUNTED
----------	------------------------	-----------------------------

GAUGES & INSTRUMENTATION

S 0570002	INSTRUMENTATION SALES PEG	05 STANDARD GAUGES
S 1360001	TACHOMETER/RPM	ELECTRONIC TACHOMETER WITH HOURMETER
S 225009	AIR FILTER RESTRICTION	GRADUATED AIR CLEANER MOUNTED
S 248009	GAS PRESSURE SENSATION OIL	TRANS TEMP WARNING LIGHT & BELL

LIGHTING

S 836005	LAMPS-HEAD	SINGLE ROUND HALOGEN
S 841002	LAMP-FLASHER SIGNAL-FRONT	LED FRONT TURN SIGNALS
S 842016	SWITCH-FLASHER SIGNAL & FLASHER	NON-CANCELLING W/TRANSISTORIZED FLASHER
S 8510002	LAMPS-MARKER	AMBER LED ROOF MARKERS
S 859001	LAMP-DAYTIME	DAYTIME
S 8700001	CIRCUIT PROTECTION DEVICE	AUTO CIRCUIT BREAKERS

RADIO/MUSIC

S 595001	RADIO & MUSIC SYSTEM/DOORS	DOOR & IGNITION SAME - UNIQUE FOR TRUCK
O 5960002	RADIO	AM/FM/CD STEREO, ROOF MTD
O 5970001	ANTENNA & POWER SUPPLY	AM/FM ANTENNA, B-PILLAR MTD (SIDE C/P EXHAUST)
O 5960005	RADIO SPEAKERS	200W CONC SPEAKERS
S 528017	AM/FM RADIO	DUAL ELECTRIC MOTOR, INTERMITTENT

FRONT TIRE & WHEELS

S 921001	TYRE & WHEEL MOUNTABLE	CR TYPE HUBCAP
S 9400001	WHEEL & HUB-FRONT	SCOTCH PLURAL
S 904011	HUBS-FRONT	STEEL HUB PILOTED, 285MM BOLT CIRCLE
S 905111	WHEELS DISC FRONT	22.5X9.0 ACCURIDE STEEL HP, 5.25" INSET, 419039, 5011
S 905168	ROOF RACKS FRONT	NO SPARE FRONT WHEELS
S 920360	TYRE & WHEEL RANGE - 285MM	22.5X9.0 12.5L-20PR TUBELESS TYPE RADIAL
S 9100017	TYRE & WHEEL REV & TREAD	CONTINENTAL HSU - RATED TO 100
S 9100018	TYRE & WHEEL RANGE	NO SPARE FRONT TIRES

REAR TIRES / WHEEL ENDS

S 9130001	TIRE-REAR	180X 16B HP 10 STUD
S 913525	WHEEL END-REAR	21.5X 15.5 ACU STEEL HP, #28487, 5/11
S 914198	SPARE TIRE-REAR	140 SPARE REAR WHEELS
S 933052	TIRE SIZE & LOAD RANCE - REAR 1822X H 16 PR	
S 9340018	TIRE MANUFACTURER & TREAD - CONTINENTAL HDL REAR	
S 934198	SPARE REAR TIRE	NO SPARE REAR TIRES
S 9410001	WHEEL OIL SEALS-REAR	SCOTSEAL PLUS XL

PAINT

S 950001	CAR PAINT SCHEME	SINGLE COLOR PAINT
S 950001	CAR PAINT TYPE	STANDARD WHITE
S 9800001	CAR COLOR FIRST	STANDARD WHITE N0007
S 986111	CHASSIS COLOR	BLACK P2036
S 987940	BUMPER COLOR	SAME AS CHASSIS, UNPAINTED ALUM OR CHROME
S 988401	DISC WHITE OR RIM COLOR	STEEL E-COAT WHITE / ALUM-UNPAINTED

ADDITIONAL OPTIONS

S 899002	WARRANTY	STANDARD WARRANTY
S 899005	EXCESS MILEAGE WARRANTY	ALLISON EDGE 4YR. WARRANTY
S 9591001	EXCESS MILEAGE WARRANTY	OPTIONAL STANDARD WARRANTY
O 978105	FLOR FLOORING	105 DAYS FLOORING

TAB 6

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 2, 2008

Agenda Item No. _____

☐ PUBLIC HEARING

☒ **RESOLUTION**

☐ ORDINANCE ON FIRST READING

☐ Ordinance on Second Reading

☐ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☒ **CONSENT AGENDA**

☐ Other: _____

SUBJECT: Fee structure for rental facilities.

RECOMMENDED MOTION/ACTION: Adjust fee structure for rental facilities.

Approved by Town Manager Greg Dowling

Date: 3/22/08

Greg Dowling, Director of Parks & Recreation
 Name/Title

 Date of Actual Submittal

Originating Department: Parks & Recreation	Costs: \$ 0 Funding Source: Acct. #	Attachments: Exhibit A
Department Review: <input checked="" type="checkbox"/> Parks & Recreation _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Staff is proposing to adjust the rates for rental, additional hourly, personnel and cleaning fees back to fee structure used prior to the August 2007 increase, except in the cases where additional operational costs mandate a higher fee to cover overhead. While we cannot afford to rent municipal facilities at a loss, the noted roll-back rates are proposed due to a marked decline in facility usage caused by the August 2007 fee increase. Attached is a comparison of 2006, 2007 rates, the changes proposed August 2007, and the proposed changes to be effective March 12, 2008.

Town Facility Fee Schedule

February 2008

Mirror Ballroom

Per six (6) hour period or part thereof:

	06 Charge	07 Charge	Current Charge (Proposed Aug. 07)	Proposed Charge
*Deposit -----	\$200.00	\$400.00	\$500.00	\$500.00
*Rental Fee -----	\$400.00	\$400.00	\$600.00	\$400.00
*Additional Rental Fee Per Hour -----	\$ 50.00	\$ 50.00	\$100.00	\$ 60.00
*Personnel Fee/ per staff person -----	\$ 80.00	\$ 85.00	\$120.00	\$ 90.00
*Additional Personnel Fee Per Hour -----	\$ 15.00	\$ 15.00	\$ 20.00	\$ 15.00
*Alcohol Fee -----	\$100.00	\$100.00	\$150.00	\$150.00
*Cleaning Fee -----	No Charge	No Charge	\$ 50.00	\$ 25.00

Kelsey Pavilion

Per four (4) hour period or part thereof:

	06 Charge	07 Charge	Current Charge (Proposed Aug. 07)	Proposed Charge
*Deposit -----	\$200.00	\$250.00	\$300.00	\$200.00
*Rental Fee -----	\$200.00	\$200.00	\$300.00	\$200.00
*Additional Rental Fee Per Hour -----	\$50.00	\$50.00	\$ 75.00	\$ 45.00
*Alcohol Fee -----	\$100.00	\$100.00	\$150.00	\$150.00
*Cleaning Fee -----	\$ No Charge	No Charge	\$ 50.00	\$ 15.00

Evergreen House

Per six (6) hour period or part thereof:

	06 Charge	07 Charge	Current Charge (Proposed Aug. 07)	Proposed Charge
*Deposit -----	\$250.00	\$250.00	\$500.00	No Change
*Rental Fee (0-20 People) -----	\$200.00	\$200.00	\$200.00	No Change
*Rental Fee (Additional people over 20) --	\$ 10.00	\$ 10.00	\$ 10.00	No Change
*Personnel Fee/ per staff person -----	\$ 85.00	\$ 85.00	\$120.00	No Change
*Each Additional Hour -----	\$ 70.00	\$ 70.00	\$ 70.00	No Change
*Alcohol Fee -----	\$100.00	\$100.00	\$150.00	No Change
*Cleaning Fee -----	No Charge	\$No Charge	\$ 50.00	No Change

Kelsey Park Gazebo

Per four (4) hour period or part thereof:

	06 Charge	07 Charge	Current Charge (Proposed Aug. 07)	Proposed Charge
*Rental Fee -----	\$ 25.00	\$25.00	\$25.00	No Change
*Each Additional Hour -----	\$ 5.00	\$ 5.00	\$ 5.00	No Change

Recreational Activity Rental

(Groups that provide a service to the Town. Examples: Ballroom Dance, Contra Dance, Swing Dancers)

Per six (6) hour period or part thereof

	06 Charge	07 Charge	Current Charge (Proposed Aug. 07)	Proposed Charge
*Deposit (One time fee per year)-----	No Charge	No Charge	\$500.00 (One Time Fee)	No Change
*Rental Fee -----	20% split	20% split	25% split	No Change
*Personnel Fee/ per staff person -----	No Charge	No Charge	\$120.00	\$ 90.00
*Cleaning Fee -----	No Charge	No Charge	50.00	\$ 25.00

Facility Rental Revenue

Aug. 06 – Mar. 07

Received \$8,050 from Ballroom and Pavilion Rentals**

Aug. 07 – Feb 08

Received \$3,938 from Ballroom and Pavilion Rentals**

That is a difference of \$4,112 we lost this year so far. Summer is the busiest time of the year and as of now we have only one rental.

****Note the figures above are rental fee profits.**

TAB 7

Summary Explanation/Background: The Town's Public Works Department is participating in Palm Beach County's "Great American Cleanup – Keep America Beautiful" Event on April 19th. The Public Works Department employees are soliciting volunteers and coordinating this year's "clean up" efforts. The locations to be cleaned are the downtown alleyways.

GREEN
is the **NEW**
RED, WHITE
and **BLUE**

Great American Cleanup

Keep Palm Beach County Beautiful



Join us in Lake Park on

Date: Saturday, April 19, 2008
Place: Lake Park Public Works Department
650 Old Dixie Highway, Lake Park
Time: 8:00 a.m. Registration
Contact: Kim Alexander, 561-881-3345

PROJECT: Downtown Alleyways

Make plans now to join thousands of volunteers of all ages across America who will be taking part in efforts to clean up and improve their local communities this April and May. In celebration of Earth Day, local activities of the GREAT AMERICAN CLEANUP include a massive removal of litter and illegal dumping from our public spaces - - neighborhoods, roadways, waterways, parks, schools, etc. Additional community improvement activities include tree and landscape plantings, and other beautification projects.

Demonstrate your individual responsibility by taking part in this annual effort to make Palm Beach County and neighborhoods across America a safe, more enjoyable place to live, work and play!

The GREAT AMERICAN CLEANUP, a project of Keep America Beautiful, is coordinated locally by Keep Palm Beach County Beautiful Inc. and the Solid Waste Authority (SWA).

REGISTER TODAY!

Community Service Hours Given



For more information:
Keep Palm Beach County Beautiful, Inc.

1920 Palm Beach Lakes Blvd, Suite 210
West Palm Beach, FL 33409
Telephone – (561) 686-6646
keepPBC@bellsouth.net



www.keepPBCbeautiful.org

TAB 8

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **April 2, 2008**

Agenda Item No.

☐ PUBLIC HEARING

☐ RESOLUTION

☐ Ordinance on Second Reading

☐ DISCUSSION

☐ ORDINANCE on First Reading

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☒ **CONSENT AGENDA**

☒ **Other: PROCLAMATION**

SUBJECT: Honoring National Public Works Week.

RECOMMENDED MOTION/ACTION: Approve Proclamation Honoring National Public Works Week, May 18th – May 24th, 2008.

Approved by Town Manager

Date: 3/26/08

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ <u>0</u> Funding Source: Acct. #	Attachments: <p style="text-align: center;">Proclamation</p>
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <u>✓ ML</u> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: National Public Works Week (NPWW) is a celebration of the tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works.

National Public Works Week is observed each year during the third full week of May. Through NPWW and other efforts, APWA seeks to raise the public's awareness of public works issues and to increase confidence in public works employees who are dedicated to improving the quality of life for present and future generations. This proclamation will be displayed at the Annual Meeting & Trade Show in Jacksonville the week of April 28th with other proclamations from around the State of Florida.

PROCLAMATION

TOWN of LAKE PARK, Florida

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, solid waste collection, parks and canal maintenance; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel, who staff public works departments, is materially influenced by the people's attitude and understanding of the importance of the work they perform.

WHEREAS, this year's theme "Public Works: The Future is Now", is a tribute to the many positive improvements public works employees have made to our communities;

NOW, THEREFORE, on behalf of the Citizens and Commission of the Town of Lake Park, I, Desca DuBois, Mayor of the Town of Lake Park, Florida does hereby proclaim the week of May 18th through May 24th, 2008 as

NATIONAL PUBLIC WORKS WEEK

in the **Town of Lake Park**, and calls upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 2nd day of April, 2008.

By:

ATTEST:

Desca DuBois, Mayor

Vivian Mendez, Town Clerk

TAB 9

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 2, 2008

Agenda Item No. _____

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> APPROVAL OF ITEM

<input type="checkbox"/> OTHER | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: Arbor Day Proclamation

RECOMMENDED MOTION/ACTION: Proclaim April Arbor Month and Celebrate Arbor Day on April 25, 2008 at Kelsey Park at 10:30 a.m.

Approved by Town Manager

[Signature: W. Davis]

Date:

3/27/08

Name/Title _____

Date of Actual Submittal _____

Originating Department: Public Works	Costs: \$150.00 Funding Source: Acct. # 406-52000	Attachments: Proclamation
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Yes I have notified everyone _____ or Not applicable in this case _____: </div> <div style="width: 35%; text-align: center;"> Please initial one. </div> </div>	

Summary Explanation/Background: Each year school children from local schools are invited to participate in the Arbor Day Event with poems, songs and drawings honoring trees. The Public Works Department will be coordinating the event.

**PROCLAMATION
TOWN OF LAKE PARK, FLORIDA
ARBOR MONTH PROCLAMATION**

WHEREAS; in 1871 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees and this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS; Arbor Day is now observed throughout the nation and the world and trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS; trees are a renewable resource which provides the materials necessary to produce paper, construct our homes, fuel our fires and manufacture countless other wood products, and

WHEREAS; trees increase property values, enhance the economic vitality of business areas and improve the overall aesthetic appeal of our community, and

WHEREAS; trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS; efforts to protect our trees and woodlands by planting trees to promote the well-being of this and future generations should be supported by all persons,

NOW, THEREFORE; on behalf of the Commission of the Town of Lake Park, I, Desca DuBois, Mayor of the Town of Lake Park, Florida do hereby publicly recognize April 25, 2008 as National Arbor Day. The Town Commission invites all citizens to celebrate "ARBOR DAY" and the 2008 designation of Lake Park as a TREE CITY, USA by attending and participating in our 2008 ARBOR DAY observance on April 25, 2008 at Kelsey Park at 10:30 A.M.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 2nd day of April, 2008.

BY: _____
Mayor Desca DuBois

ATTEST:

Vivian Mendez, Town Clerk

TAB 10

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: 4-2 -2008

Agenda Item No.

- | | |
|---|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input checked="" type="checkbox"/> Ordinance on Second Reading | |
| <input checked="" type="checkbox"/> Public Hearing | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: First reading of the EAR based amendments adoption ordinance for transmittal to DCA and other appropriate agencies.

RECOMMENDED MOTION/ACTION:

Approved by Town Manager

W. Davis

Date:

3/27/08

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> Town Attorney <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____ Please initial one.

Summary Explanation/Background: This is the culmination of the Evaluation and Appraisal Report (EAR) based amendment review that has occurred over the past few months. It includes changes that were determined in various public hearings starting with the adoption of the EAR. It also includes a new Future Land Use Map (FLUM) and the Bioscience Overlay. This is an ordinance process that requires two readings. Tonight will be the first reading. If you approve the plan then it will then be transmitted to the Department of Community Affairs (DCA) and other state, regional, and local agencies for comments. This process takes approximately three months to complete. Once we have received all comments and have made any appropriate changes to the plan it will go to second reading of the ordinance. If it is approved on second reading then the plan will be adopted.

Town of Lake Park Community Development Department



Meeting Date: *April 2, 2008*
Memo Date: *March 26, 2008*

Patrick Sullivan, AICP, Director

To: *Town Commission*

Re: *EAR based amendments*

This is the culmination of the Evaluation and Appraisal Report (EAR) based amendment review that has occurred over the past few months. It includes changes that were determined in various public hearings starting with the adoption of the EAR. It also includes a new Future Land Use Map (FLUM) and the Bioscience Overlay.

This is an ordinance process that requires two readings. Tonight will be the first reading. If you approve the plan then it will then be transmitted to the Department of Community Affairs (DCA) and other state, regional, and local agencies for comments. This process takes approximately three months to complete. Once we have received all comments and have made any appropriate changes to the plan it will go to second reading of the ordinance. If it is approved on second reading following the above review then the plan will be adopted.

There have been changes to the plan since you last reviewed it. Most notably is the definition of "Mixed Use Zoning Districts and Overlays". I have included in your packet a matrix with the proposed language and the explanation for why that language was included. It is designed to allow maximum land development flexibility while at the same time providing for maximum protection for existing conditions until such time as the community and the commission can decide on appropriate language through zoning for this Federal Highway corridor. We will review this section at the meeting.

The second change is the addition of the capital improvement element and the public school facilities element; both of which we will review at the meeting.

The final change is the addition of the impact analysis for the changes to the Future Land Use Map which you will find at the end of the plan. The consultant will review this with you.

And lastly, you will be asked to make a decision on expanding the "Mixed Use District" to include all the lots between Federal Highway and 2nd Street. It is staff's opinion that the addition of the mixed use language above will protect the integrity of this area until such time as the community and the commission can implement appropriate zoning regulations to make sure that this area is developed as envisioned.

Patrick Sullivan, AICP, Director
Community Development Department
1000 S. US Highway 1
Lake Park, FL 32909
psullivan@lakeparkflorida.gov

ORDINANCE NO. 04-2008

AN ORDINANCE OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING THE EVALUATION AND APPRAISAL REPORT-BASED AMENDMENTS TO THE COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL TO REVIEW AGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature intends that local planning be a continuous and ongoing process; and

WHEREAS, Section 163.3191, Florida Statutes, directs local governments to periodically assess the success or failure of the adopted plan to adequately address changing conditions and state policies and rules; and

WHEREAS, Section 163.3191, Florida Statutes, directs local governments to adopt needed amendments to ensure that the plan provides appropriate policy guidance for growth and development; and

WHEREAS, the Town adopted its Evaluation and Appraisal Report in May 2006, and;

WHEREAS, the Florida Department of Community Affairs found the adopted EAR sufficient, and;

WHEREAS, the Town has completed its proposed Evaluation and Appraisal Report-based amendments consistent with the requirements of Chapter 163, Part II, F.S., and Rule 9J-5 and 9J-11, F.A.C.; and;

WHEREAS, the Town Commission, upon first reading of this Ordinance, authorized transmittal of the EAR-Based Amendments to the Department of Community Affairs and review agencies for the purpose of a review in accordance with Sections 163.3184, 163.3187, 163.3189 and 163.3191, Florida Statutes.

Comp Plan Language	Explanation
<p>“Mixed Use Zoning Districts and Overlays” – a Mixed-Use Zoning District or Overlay Area, which allows projects consisting of a combination of at least two or more different uses within a unified development district area, such as mix of residential, non-residential, and commercial uses in a single project. The residential component of a mixed-use project may include single family detached, attached (zero lot line) residences, duplexes, town homes, and other types of multi-family residences, except for adult congregate living facilities. The commercial component of a mixed-use project may include, but is not limited to, small scale retail sales and services; business services and medical, legal, and other similar professional office type uses intended to serve the residential areas of the town. The non-residential component may include active and passive parks and recreation facilities, green space, open space, preserves, and conservation areas. It is the legislative intent that areas designated for mixed use projects should encourage and attract the development of a compatible mix of residential, non-residential, and commercial uses in a proposed development which is consistent and compatible with the Town’s comprehensive plan and platted in accordance with the procedures of the Town Code and state law. The first floor of any building in a mixed-use project that has frontage on the Federal Highway corridor, may not contain any residential uses.</p> <p>Single family lots located east of 2nd Street in a Mixed-Use Zoning District must remain as single family lots used for residential purposes only, with no commercial or multifamily development permitted, until the Town adopts land development regulations for the Mixed-Use Zoning District.</p> <p>A commercial only mixed use project shall only be approved through a PUD process as defined in the zoning code.</p>	<p><i>This section allows suitable mixed-use projects to be located in the new Mixed-Use Zoning District from Lakeshore Drive to 2nd Street subject to the limitations imposed by the land development regulations to be adopted to implement these Comprehensive Plan amendments. The new Mixed-Use Zoning District requires a compatible mix, combination balance, and apportionment of residential, non-residential, and commercial uses. Residential uses are prohibited on the first floor of mixed-use project located on Federal Highway corridor..</i></p> <p><i>Requires the mixing of residential and non-residential to be done as a separate mixed use project and have a unity of design. It also requires the project to follow the details in the zoning regulations. By default, if there are no regulations in the zoning code then the project cannot be built until the zoning is established. In other words everything will remain the same as it is today until such time as the zoning is amended.</i></p> <p><i>Protects the single family housing area until such time as the community agrees on regulations and guidelines.</i></p> <p><i>Allows commercial only multi-building projects but only through the PUD review process.</i></p>
<p>A Commercial or multifamily (including duplexes) expansion or development project that extends to the west more than 175 feet beyond the Federal Highway frontage line shall only occur through a design-unified mixed use redevelopment project as defined in the zoning code. Any such project must have commercial frontage on Federal Highway.</p> <p>Development on the east side of Federal Highway that combines lots fronting on both Federal Highway and Lakeshore Drive shall only occur through a design-unified</p>	<p><i>This section mandates that any western extension beyond the front lots on Federal Highway must be done as a unified mixed use project. . This also eliminates the ability to combine lots that are now single family lots and turning them into multifamily buildings or day care centers.</i></p> <p><i>This allows the existing commercial areas along Federal Highway to continue.</i></p>

<p>mixed use redevelopment project as defined in the zoning code.</p>	<p><i>On the eastern side this language prevents expansion of strip centers and stand alone large office buildings while allowing the expansion of residential buildings on Lakeshore Drive and commercial buildings along Federal Highway. It requires a mixed use project if lots are combined and have frontage on both streets.</i></p>
<p>A mixed use redevelopment project shall have a maximum F.A.R. of 2.5 for commercial uses and residential uses may have a maximum of 30 units per gross acre. Any such project shall include open space or public amenity uses. Buildings are encouraged to be located close too the sidewalk at the front setback line, or immediately behind a public/semi-public space (i.e. outside seating). Parking in front of businesses is discouraged. Buildings fronting on streets must include appropriate architectural street frontage detailing in addition to the standard requirements for the entire building as set forth in the zoning ordinance.</p> <p>To the west of Federal Highway there shall be a fully landscaped buffer/screen between any mixed use redevelopment project and a single family use. All such projects shall be compatible with the surrounding area.</p> <p>Development along Lakeshore Drive shall maintain pedestrian oriented architecture, landscaping, and access.</p> <p>Public schools are a permitted use within this land use designation.</p>	<p><i>This section limits the density and intensity of the use. A 2.5 FAR will limit commercial buildings to 3 to 4 stories. The same holds true for the 30 dwelling units. Under some circumstances a building could reach 6 stories if they provide more green space.</i></p> <p><i>Open space and public amenities are required for these projects as are street oriented buildings.</i></p> <p><i>The plan also requires a landscaped buffer to the west of Federal Highway. The details of the buffer will be spelled out in the zoning regulations. By requiring the buffer in the Comp Plan it will eliminate the possibility for a variance.</i></p> <p><i>Will help keep Lakeshore Drive pedestrian friendly.</i></p> <p><i>Allowing public schools in all districts is a state mandate.</i></p>

Historic Town of Lake Park



EAR-Based Amendments April 2, 2008

Town of Lake Park

EAR Based Amendments

2008

Town Commission

Mayor	Desca DuBois
Vice-Mayor	Edward Daly
Commissioner	G. Chuck Balius
Commissioner	Jeff Carey
Commissioner	Patricia Plasket-Osterman

Planning and Zoning Board/ Local Planning Agency

Chair	Jeff Blakely
Vice-Chair	Vacant
Member	Jeanine Longtin
Member	Todd Dry
Member	Tim Stevens
1 st Alternate	Robin Maibach
2 nd Alternate	Mason Brown

Maria Davis, Town Manager

This document was prepared by the Corradino Group and Bell David Planning Group in conjunction with the Department of Community Development with contributions and support of Town Staff.

INTRODUCTION AND EXECUTIVE SUMMARY

The Town of Lake Park's Comprehensive Plan is its blueprint for existing and future development. The Plan's goals, objectives, and policies reflect the Town's vision for its future, and for how it will meet the needs of existing and future residents, visitors and businesses.

The Evaluation and Appraisal Report (EAR) is a State-mandated update of the Comprehensive Plan. In order to be effective, the Plan must be a living document, one with the flexibility to adapt to changing conditions and needs. Although there are other opportunities to periodically revise the Comprehensive Plan, these revisions often occur as the result of outside development applications. In the daily hustle, it is unlikely that the Town has an opportunity to step back and take a holistic look at how well the Plan is working, and how it might be refined to address community-specific issues and challenges. The EAR provides this opportunity.

This report is comprised of nine (9) applications for amendments to the Lake Park Comprehensive Plan based on the Town's EAR, which was adopted in May 2006 and subsequently found sufficient by the Florida Department of Community Affairs. These amendments are intended to: implement the recommendations contained in the Town's adopted EAR; generally update the Plan and its goals, objectives and policies; address issues that have arisen since the date of the EAR, and; address subsequent changes in State growth management legislation. The proposed amendments are collectively referred to as the EAR-based amendments.

Town of Lake Park, the "Jewel of the Palm Beaches", was incorporated in 1939, although it was previously chartered as Kelsey City in 1923. The Town encompasses 2.35 square miles in northeastern Palm Beach County, bounded by North Palm Beach to the north, West Palm Beach to the west, Riviera Beach to the south, and the intracoastal waterway (Lake Worth) to the east (Map 1.1). The Town is estimated to have a 2005 population of 9,113.¹

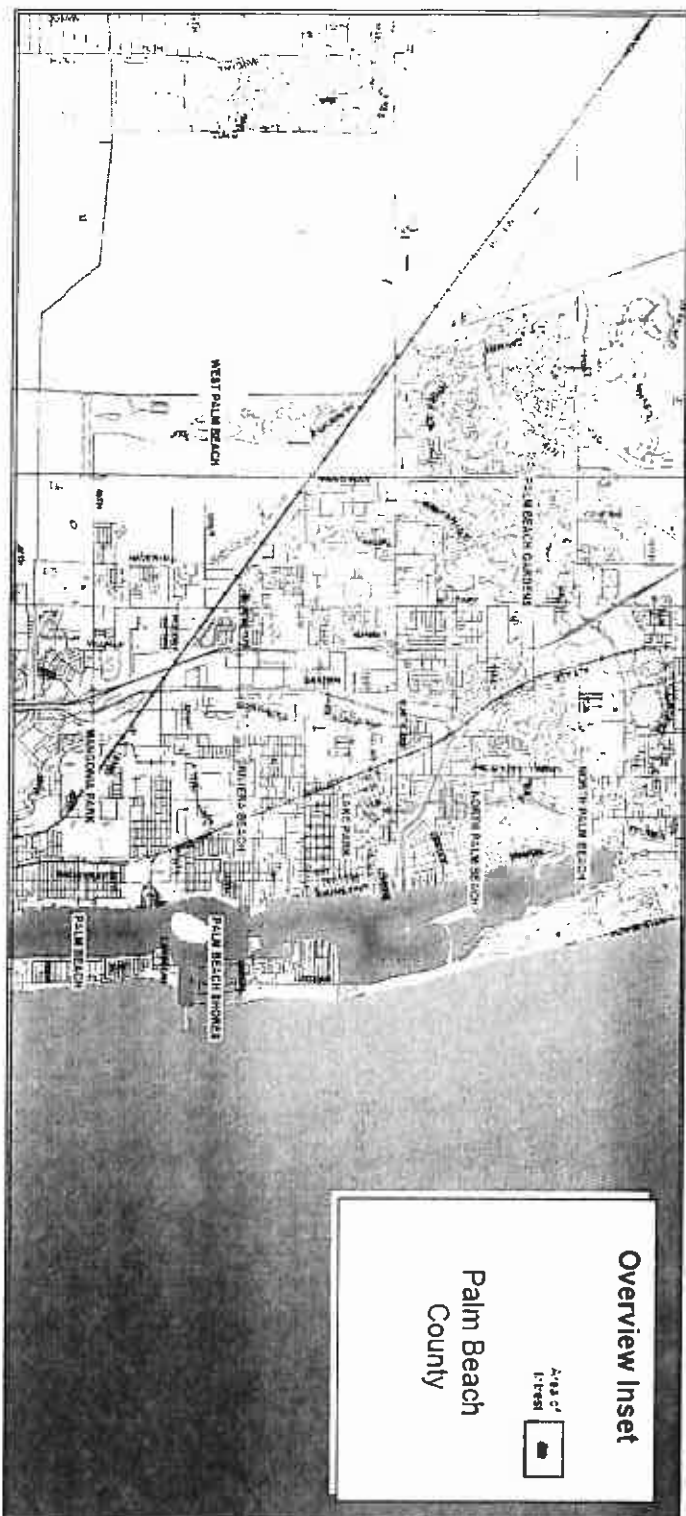
In 1998, the State of Florida revised the statutory requirements for the EAR to allow local governments to base their analysis on the key local issues that they are facing. In order to comply with these requirements, the City identified five key issues to address in the EAR and EAR-based amendments. These issues are:

- Issue 1 – Town Police and Fire Services
- Issue 2 – Community Design and Architecture
- Issue 3 – Improved Roadways and Drainage
- Issue 4 – Mass Transit
- Issue 5 – Historic Preservation
- Issue 6 – Improved Parks and Recreation Facilities and Activities
- Issue 7 – Economic Development

¹ *Affordable Housing Needs Assessment*, University of Florida Shimberg Center for Affordable Housing

- Issue 8 – Residential Density
- Issue 9 – Preservation of Small Town Character

The nine staff applications contained in this report corresponds to the Comprehensive Plan elements to which amendments are recommended, and the Monitoring & Environment Provisions. Only goals, objectives, policies and text for which amendments are recommended are included. Additions are denoted by underline; deletions by ~~striketrough~~. A brief Executive Summary of recommended amendments by Element is as follows.



APPLICATION NO. 1
TOWN OF LAKE PARK COMPREHENSIVE PLAN
FUTURE LAND USE ELEMENT

1. Amend the Town Goal Statement as follows:

3.4.1 Town Goal Statement

Ensure that the ~~current~~ historic small town character of Lake Park is maintained, while ~~allowing remaining vacant parcels to be developed~~ fostering development and redevelopment that is compatible with and improves in a manner consistent with present residential existing neighborhoods and commercial areas. ~~Further, ensure that t~~The Town remains primarily a residential community offering shall maintain and seek opportunities to improve its ability to provide: (1) a full range of municipal services; (2) a diversity of housing alternatives consistent with existing residential neighborhoods; (3) commercial, industrial and mixed-use development opportunities compatible with established locational and intensity factors that will further the achievement of economic development goals; and (4) a variety of recreational activities and community facilities oriented to serving the needs and desires of the Town. Various land use activities, consistent with these Town character parameters, will be located to maximize the potential for economic benefit and the enjoyment of natural and man-made resources by residents and property owners, while minimizing potential threats to health, safety and welfare posed by hazards, nuisances, incompatibles land uses and environmental degradation.

2. Amend Objective 1 as follows:

OBJECTIVE 1: Future growth and development shall be managed through the Future Land Use Plan Map and Comprehensive Plan, as implemented by preparation, adoption, implementation and enforcement of land development regulations which : (1) coordinate future land uses with appropriate topography, soil conditions and the availability of facilities and services; (2) encourage the prevention, elimination or reduction of uses inconsistent with the Town goal statement and future land use plan; and (3) encourage redevelopment, renewal or renovation, where and when necessary that maintains or improves existing neighborhoods and commercial areas; (4) facilitate the achievement of economic development, historic preservation, resource preservation, and other key goals; and (45) discourage the proliferation of urban sprawl. New, revised, or redeveloped uses of land shall be consistent with the designations shown on the Future Land Use Map (FLUM).

3. Amend Policy 1.1 as follows:

Policy 1.1: ~~Adopt land development regulations that shall Land Development Regulations shall be amended as necessary to contain specific and detailed provisions required to implement the adopted Comprehensive Plan and which as a minimum:~~

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS

January 2008 Draft

- a. Regulate the subdivision of land;
- b. Regulate the use and intensity of land development consistent with this element to ensure the compatibility of adjacent land uses;
- c. Regulate areas subject to seasonal and periodic flooding by requiring adequate drainage and stormwater management
- d. Regulate signage
- e. Ensure safe and convenient onsite traffic flow and vehicle parking needs;
- f. Ensure that public facility, utility and service authorization has been procured prior to issuing any development order;
- g. Provide that development orders and permits shall not be issued which result in a reduction of the level of services for the affected public facilities below the level of service standards adopted in this Comprehensive Plan;
- h. Ensure the proper maintenance of building stock and property by continually adopting, updating and enforcing adopted housing, building and related codes; and
- i. Discourage the proliferation of urban sprawl;
- j. Encourage redevelopment, renewal or renovation, ~~where and when necessary~~ that Maintains or improves existing neighborhoods and commercial areas;
- k. Eliminate and/or reduce use of land inconsistent with the Future Land Use Map and the community's character, and;
- l. Facilitates the achievement of economic development, historic preservation, resource preservation, and other key goals.

4. Amend Policy 1.2 as follows:

Policy 1.2: Land development regulations shall ~~be adopted which~~ address the location and extent of ~~non-residential~~ land uses in accordance with the Future Land Use Map. Planning Areas Future Land Use Map Districts may include residential, non-residential and public, semi-public and institutional uses such as schools, public facilities, recreational uses, etc., as indicated on the Future Land Use Map and regulated by the Town Zoning Code.

5. Amend Policy 1.3 as follows:

Policy 1.3: Land development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for residential land use densities ~~as indicated below:~~

- a. Low density residential - maximum of ~~5.84~~ seven (7) units per ~~net~~ gross acre;
- b. Medium density residential – maximum of ~~15.78~~ 19 units per ~~net~~ gross acre;
- c. High density residential – maximum of ~~204~~ units per ~~net~~ gross acre;
- d. Residential and Commercial – 27 units per gross acre, and;
- e. Mixed Use – 30 units per gross acre

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

6. Amend Policy 1.4 as follows:

Policy 1.4: Land Development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for commercial land use intensities as indicated below:

- ~~a. Location shall be in accordance with the Future Land Use Map. Commercial uses shall not be permitted within areas designated for residential development on the Future Land Use Map.~~
- ~~b. Mixed Commercial/light industrial land uses shall be restricted to Planning Area 3.~~
- ~~c. Mixed residential/commercial areas shall be restricted to those areas fronting Park Avenue and Tenth Avenue, as per the Future Land Use Plan Map;~~
- ~~d. Maximum lot coverage ratio shall be established in the Town Zoning Code;~~
- ~~e. Maximum building height shall be governed by district regulations in the Town Zoning Code and be based upon consistency with development trends in the Vicinity and compatibility with neighboring non-commercial land uses, and~~
- ~~f. Adequate off-street parking and loading facilities shall be provided.~~
- a. Commercial – Maximum Floor Area Ratio (F.A.R.) of 2.0
- b. Commercial & Light Industrial – Maximum F.A.R. of 2.0
- c. Residential & Commercial – Maximum F.A.R. of 2.4
- d. Mixed Use – Maximum Floor Area Ratio of 4.0
- e. Downtown – Maximum Floor Area Ratio of 5.0

7. Amend Policy 1.5 as follows:

Policy 1.5: The Town shall encourage ~~the~~ development and redevelopment of activities ~~in Planning Area 3 (Water Tower Road)~~ which will substantially increase the tax base while ~~generating minimum demands on drainage, water and wastewater and transportation systems~~ minimizing negative impacts on natural and historic resources, existing neighborhoods and development, and adopted Levels of Service standards. The types of land uses permitted shall be those which do not depend primarily on frequent personal visits of customers or clients, but those which normally require accessibility to rail transportation and/or truck routes. Development should be limited to low intensity uses, compatible with current land use types and incorporating suitable open space, landscaping, and parking areas.

8. Delete Policy 1.10 as follows:

~~Policy 1.10: No annexations actions shall be taken until such time that the FUTURE LAND USE, CAPITAL IMPROVEMENT, and INTERGOVERNMENTAL COORDINATION elements are updated in a manner consistent with the Annexation Policy adopted by the Palm Beach Countywide Planning Council.~~

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

9. Add a new Policy under new Objective 1 as follows:

Policy 1.10: The Town shall adopt and maintain land development regulations that provide incentives for bioscience research/ bio-technology uses to encourage the clustering of that industry within the Town, and particularly within the Bioscience Research Protection Overlay (BRPO).

10. Add a new Policy under new Objective 1 as follows:

Policy 1.11: The Town shall ensure that an adequate amount of land is designated for bioscience research/biotechnology uses.

11. Amend Policy 3.3 as follows:

Policy 3.3: Joint public-private efforts shall be pursued as a means of financing needed infrastructure improvements in Planning Area 3 where feasible and appropriate.

12. Delete Policy 5.1 as follows:

~~Policy 5.1: No annexations actions shall be taken until such time that the FUTURE LAND USE, INTERGOVERNMENTAL COORDINATION and SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER AND NATURAL GROUNDWATER AQUIFER RECHARGE elements are updated in a manner consistent with the Annexation Policy adopted by the Palm Beach Countywide Planning Council.~~

13. Add a new Objective 5 as follows:

Objective 5: As a substantially built-out community in an urbanized area, the Town shall promote redevelopment and infill development in a manner that is considerate to existing neighborhoods and uses, the built and natural environments, and neighboring jurisdictions.

14. Add a new Policy under new Objective 5 as follows:

Policy 5.1: The Town shall protect, preserve, maintain and improve its core residential neighborhoods and historic resources, and protect these areas from physical degradation and the intrusion of incompatible uses.

15. Add a new Policy under new Objective 5 as follows:

Policy 5.2: The Town shall foster the redevelopment of declining neighborhoods, underutilized parcels, and areas that demonstrate substandard and/or slum and blight conditions.

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

16. Add a new Policy under new Objective 5 as follows:

Policy 5.3: The Town shall foster the redevelopment of key corridors and target areas. Compact mixed use development, defined as a mixture of at least two different land uses in a design-unified, vertically and or horizontally integrated, pedestrian-friendly environment, should be the preferred form of development and redevelopment.

17. Add a new Policy under new Objective 5 as follows:

Policy 5.4: Utilize such techniques as distance requirements, buffering, landscaping, lower-intensity development, and scale-down requirements to provide appropriate transitions between uses and districts of different intensities, densities, and functions.

18. Add a new Policy under new Objective 5 as follows:

Policy 5.5: Develop and redevelop downtown Lake Park in a pedestrian-friendly manner through streetscape improvements, parking regulations, and build-to lines for new construction.

19. Add a new Policy under new Objective 7 as follows:

Policy 5.6: The Town, through its Land Development Regulations, shall require mitigation for landscaping off-site if development or redevelopment is unable to meet landscaping requirements on-site.

20. Add a new Objective 6 as follows:

Objective 6: The Town shall protect structures and sites within its boundaries that contribute significantly to its heritage.

21. Add a new Policy under new Objective 6 as follows:

Policy 6.1: The Zoning and Land Development Regulations shall include safeguards to protect historical buildings under consideration for alteration from unauthorized demolition.

22. Add a new Policy under new Objective 6 as follows:

Policy 6.2: Consider the publication of guidelines to assist residents and businesses with the restoration of historic buildings, and provide other technical assistance as feasible and appropriate.

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

23. Add a new Policy under new Objective 6 as follows:

Policy 6.3: The Town shall continue to designate historically significant building and sites as "Historic", and shall protect and preserve these buildings and sites through the Historic Preservation Ordinance, as it may be amended from time to time. The Town shall also consider the benefit and feasibility of designating a local historic district within its boundaries.

24. Add a new Policy under new Objective 6 as follows:

Policy 6.4: The Town shall continue to maintain a database of the Town's historic structures and sites.

25. Add a new Policy under new Objective 6 as follows:

Policy 6.5: The Town shall consider the use of transfers of development rights, purchase of development rights, and other creative mechanisms to achieve its historic preservation goals while not placing an undue burden on property owners.

26. Add a new Objective 7 as follows:

Objective 7: The Town recognizes the benefits of unified architectural and design standards. The Town shall continue to develop, maintain, revise and enforce these standards as appropriate.

27. Add a new Policy under new Objective 7 as follows:

Policy 7.1: The Town shall continue to elicit community participation in the development of community design standards for specific neighborhoods and areas as a key component of its redevelopment and planning efforts.

28. Add a new Objective 8 as follows:

Objective 8.: The Town shall implement a Bioscience Research Protection Overlay (BRPO) for the purpose of promoting bioscience research / biotechnology uses and shall discourage the conversion of those uses to retail or residential uses.

29. Add a new Policy under new Objective 8 as follows:

Policy 8.1.: The types of uses encouraged within the BRPO shall include science / biotechnology research uses and their supporting facilities; laboratories; other industrial uses including manufacturing uses; clinical research hospitals; and commercial retail or office uses that are accessory or ancillary to bioscience research / biotechnology uses. The Town's Land Development Regulations shall implement the encouragement of these uses.

30. Add a new Policy under new Objective 8 as follows:

Policy 8.2.: The Bioscience Research Protection Overlay (BRPO) shall be depicted on the Town's Future Land Use Map and the Town's Official Zoning Map.

31. Add a new Policy under new Objective 8 as follows:

Policy 8.3.: The Town shall encourage bioscience research / biotechnology uses as permitted uses within the Bioscience Research Protection Overlay (BRPO) so as to achieve, in coordination with the County and adjacent municipalities, a clustering of bioscience research / biotechnology uses, and thus to promote the intellectual exchange between researchers, scientists, students and others in the bioscience research / biotechnology industry workforce.

32. Add a new Policy under new Objective 8 as follows:

Policy 8.4.: The Town shall adopt and maintain land development regulations that provide incentives for bioscience development and promote a predominance of bioscience research/ biotechnology uses so as to develop a cluster of the industry within the BRPO.

33. Add a new Policy under new Objective 8 as follows:

Policy 8.5.: Those parcels of land whose future land use and zoning designations permit bioscience research / biotechnology uses, may not be rezoned, redesignated, amended or otherwise converted to other commercial retail or residential uses, which are not clearly accessory or ancillary uses to bioscience research / biotechnology uses without the supermajority vote of the Town Commission.

34. Amend the Future Land Use Classification System as follows:

3.3.2 Future Land Use Classification System.

Land use categories list on the following Table are hereby adopted as the "Future Land Use Classification System":

Single Family Residential – Single family detached residences, with a maximum density not to exceed six (6) units per gross acre including permitted accessory uses.

Low Density Residential – Single family detached residences, with a maximum density not to exceed ~~5.81~~ nine (9) dwelling units (du) per ~~net~~ gross acre, including permitted accessory or conditional uses.

Medium Density Residential - Single family detached residences, duplexes, townhouses, clustered single family detached residences, and multiple family residences with a maximum density not to exceed ~~15.78~~ 19 dwelling units (du) per

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

net gross acre, including permitted accessory or conditional uses. Public schools are a permitted use within this land use designation.

High Density Residential – Single family detached residences, duplexes, townhouses, clustered single family detached residences, and multiple family residences, with a maximum density not to exceed 204 dwelling units (du) per net gross acre, including permitted accessory or conditional uses. Public schools are a permitted use within this land use designation.

Condominium Residential – Single family detached residences, duplexes, townhouses, clustered single family detached residences, and multiple family residences with a maximum density not to exceed 40 units per gross acre. Public schools are a permitted use within this land use designation.

Mixed Residential and Commercial – Lands and structures devoted to promoting a compatible mix of residential at up to 30 units per gross acre and professional commercial uses with a maximum F.A.R. of 2.4 along major thoroughfares. Public schools are a permitted use within this land use designation.

Downtown – Mixed use development, in accordance with the Mixed Use category, with a maximum F.A.R. of 5.0 and a maximum residential density of up to 40 units per gross acre.

Commercial – Lands and structures devoted primarily to the delivery, sale or otherwise transfer of goods or services on a retail basis, with a maximum F.A.R. of 3.0. This category also includes personal and professional services. Public schools are a permitted use within this land use designation.

Commercial and Light Industrial – Lands and structures devoted to light industrial uses with pollutants controlled on site, warehouses, wholesale establishments, and limited small scale commercial activities uses that are supportive of workers in the area (such as convenience stores and small restaurants) and that can be carried on unobtrusively, with a maximum F.A.R. of 3.0. Specific uses are delineated in the Town of Lake Park Zoning Code.

Public Buildings and Grounds – Lands and structures that are owned, leased, or operated by a government entity such as libraries, police stations, fire stations, post offices, government administration buildings, and areas used for associated storage of vehicles and equipment, with a maximum F.A.R. of 3.0. Also, lands and structures owned or operated by a private entity and used for a public purpose such as a privately held by publicly regulated utility. Public schools are a permitted use within this land use designation.

Other Public Facilities – Lands uses and activities within land areas concerned with and structures utilized by other public or private facilities and institutions such as

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

churches, clubs, schools, fraternal organizations, homes for the aged and infirm, and other similar uses, with a maximum F.A.R. of 3.0. Public schools are a permitted use within this land use designation.

Recreation and Open Space – Areas devoted to leisure time and outdoor recreational needs. The Recreation Overlay indicates areas that have been identified for potential future use as Recreation and Open Space. A Comprehensive Plan amendment will be required.

Water – All areas covered by water or any right-of-way for the purpose of conveying or storing water.

Conservation – Areas of passive outdoor recreational uses such as wildlife sanctuaries and feeding stations, nature centers and trails, outdoor research stations, walkways, and greenways. Conservation uses must not impair the natural environment or disturb the natural ecosystem of the area, and will not conflict with any applicable contractual agreement or management policies of the federal, state, regional, county, municipal or non-profit agency which manages the natural reservation.

Bioscience Research Protection Overlay (BRPO): The area designated on the Future Land Use Map includes land that has been determined to be appropriate to accommodate bioscience research / biotechnology uses, as well as other intellectual knowledge-based industry sectors. “Bioscience uses” means those land uses that support science and biotechnology research, engineering and manufacturing such uses as laboratories, educational facilities and clinical research hospitals and accessory uses, including administrative office and retail uses. Limited residential uses, which support the bioscience cluster shall be considered bioscience uses.

“Mixed Use Zoning Districts and Overlays” – a Mixed-Use Zoning District or Overlay Area, which allows projects consisting of a combination of at least two or more different uses within a unified development district area, such as mix of residential, non-residential, and commercial uses in a single project. The residential component of a mixed-use project may include single family detached, attached (zero lot line) residences, duplexes, town homes, and other types of multi-family residences, except for adult congregate living facilities. The commercial component of a mixed-use project may include, but is not limited to, small scale retail sales and services; business services and medical, legal, and other similar professional office type uses intended to serve the residential areas of the town. The non-residential component may include active and passive parks and recreation facilities, green space, open space, preserves, and conservation areas. It is the legislative intent that areas designated for mixed use projects should encourage and attract the development of a compatible mix of residential, non-residential, and commercial uses in a proposed development which is consistent and compatible with the Town’s comprehensive plan and platted in accordance with the procedures of the Town Code and state law. The first floor of any building in a mixed-use

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

project that has frontage on the Federal Highway corridor, may not contain any residential uses.

Single family lots located east of 2nd Street in a Mixed-Use Zoning District must remain as single family lots used for residential purposes only, with no commercial or multifamily development permitted, until the Town adopts land development regulations for the Mixed-Use Zoning District.

A commercial only mixed use project shall only be approved through a PUD process as defined in the zoning code.

A Commercial or multifamily (including duplexes) expansion or development project that extends to the west more than 175 feet beyond the Federal Highway frontage line shall only occur through a design-unified mixed use redevelopment project as defined in the zoning code. Any such project must have commercial frontage on Federal Highway.

Development on the east side of Federal Highway that combines lots fronting on both Federal Highway and Lakeshore Drive shall only occur through a design-unified mixed use redevelopment project as defined in the zoning code.

A mixed use redevelopment project shall have a maximum F.A.R. of 2.5 for commercial uses and residential uses may have a maximum of 30 units per gross acre. Any such project shall include open space or public amenity uses. Buildings are encouraged to be located close too the sidewalk at the front setback line, or immediately behind a public/semi-public space (i.e. outside seating). Parking in front of businesses is discouraged. Buildings fronting on streets must include appropriate architectural street frontage detailing in addition to the standard requirements for the entire building as set forth in the zoning ordinance.

To the west of Federal Highway there shall be a fully landscaped buffer/screen between any mixed use redevelopment project and a single family use. All such projects shall be compatible with the surrounding area.

Development along Lakeshore Drive shall maintain pedestrian oriented architecture, landscaping, and access.

Public schools are a permitted use within this land use designation.

Annexation: Areas identified "Annexation" are not within the current Town boundaries, but have been identified for potential future annexation.

APPLICATION NO. 2
TOWN OF LAKE PARK COMPREHENSIVE PLAN
TRAFFIC CIRCULATION ELEMENT

1. Change the name of the Element from "Traffic Circulation" to "Transportation", in accordance with Chapter 163.3177(6)(h), Florida Statutes (F.S.) and Rule Chapter 9J-5.019, Florida Administrative Code (F.A.C.).
2. Amend Objective 1 as follows:

Objective 1: The Town shall coordinate as appropriate with the appropriate agencies, including the Florida Department of Transportation and Palm Beach County Metropolitan Planning Organization, to implement projects to correct Existing roadway deficiencies and address current and projected multi-modal transportation needs by actively pursuing with the Florida Department of Transportation working through the Palm Beach County Metropolitan Planning Organization to schedule a planning/engineering study to investigate the widening of U.S. Highway #1 from five lanes to six lanes from Palmetto Road, south to Silver Beach Road, to be included in FDOT's next update to the State's Five Year Transportation Improvement Program.

3. Amend Policy 1.1 as follows:

Policy 1.1: The Town hereby adopts the following Level of Service (LOS) standards for each listed facility type:

- a. Collector roadways – LOS Standard CD
- b. Urban Minor Arterial roadways – LOS Standard CD
- c. Urban Major Arterial roadways – LOS Standard CD

4. Delete Objective 2 as follows:

~~Objective 2: Projected traffic circulation system demand through year 1994 will be met by cooperating and coordinating with FDOT to schedule the widening of U.S. Highway 1 from Palmetto Road South to at least Silver Beach Road.~~

5. Move Policy 2.1 under Objective 1.0, and renumber and amend as follows:

Policy 2.1.3: The Town shall adopt a Traffic Performance Standard ordinance for ensuring that adequate roadway capacity is available or is planned when needed by a development. The Town will continue to utilize the County's Traffic Performance Standards.

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

6. Move Policy 2.2 under Objective 1, and renumber and amend as follows:

Policy 2.21.4: The Town shall review all proposed development and coordinate and cooperate with the responsible agencies to assure that roadway improvements are planned in compliance-accordance with the LOS Standards.

7. Add a new Policy under Objective 1 as follows:

Policy 1.5: The Town shall periodically evaluate the transportation network and implement an improvement schedule in conformance with the Capital Improvements Element.

8. Add a new Objective 2 as follows:

Objective 2: Ensure the provision of a full range of multi-modal transportation options, including pedestrianism, bicycles, automobiles, and transit for existing and current residents, businesses and visitors.

9. Add a new Policy under new Objective 2 as follows:

Policy 2.1: The Town shall continue to coordinate with the Palm Beach County Metropolitan Planning Organization (MPO) to ensure that innovative ideas regarding transportation planning in Lake Park are forwarded.

10. Amend Policy 3.1 as follows:

Policy 3.1: The Town shall ~~prohibit on-street parking on all arterial and major collector roads~~ seek opportunities to expand multi-modal transportation access to its roadway system and existing and proposed developments and uses.

11. Amend Policy 4.1 as follows:

Policy 4.1: ~~The Town police~~ Palm Beach County Sheriff's Department shall be responsible for the preparation of annual accident frequency reports for all collector and arterial roads.

12. Amend Objective 5 as follows:

Objective 5: Traffic circulation planning will be coordinated with the future land uses shown on the Future Land Map of this plan, ~~the FDOT 5-year Transportation Plan and plans of neighboring jurisdictions~~ and the roadway and transportation improvement plans of the State, County, Palm Beach County MPO, and neighboring jurisdictions.

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

13. Amend Policy 5.1 as follows:

Policy 5.1: ~~The Town Public Works Department shall review future updates of the FDOT 5 year transportation plan and coordinate with the Palm Beach County MPO in order to update or modify this element, if necessary. As part of the annual budgeting and Capital Improvements Element update the Town shall review the compatibility of this Element with the roadway and transportation improvement plans of the State, County and MPO.~~

14. Amend Policy 5.2 as follows:

Policy 5.2: The Town shall review ~~for compatibility with this element, the traffic circulation~~ transportation plans and programs for the County and neighboring municipalities as they become available in the future of other jurisdictions that operate transportation facilities within or proximate to its boundaries, including neighboring jurisdictions, to ensure consistency with this Element.

15. Amend Objective 6 as follows:

Objective 6: Right-of-way acquisition needs shall be formally identified and a priority schedule for acquisition or reservation shall be established identified, prioritized, and incorporated into the Capital Improvements Schedule, to the extent that needed projects are identified and funded. Right-of-way reservations shall continue to be required, as appropriate, as a function of development approvals or other components of the Town's Code of Ordinances, Zoning Code, and Land Development Regulations.

16. Amend Policy 6.1 as follows:

Policy 6.1: The Town shall maintain an "Official Transportation Map" identifying future rights-of-way based upon the TRAFFIC CIRCULATION element and the FUTURE LAND USE element of this Plan.

17. Amend Policy 7.1 as follows:

Policy 7.1: ~~The Town shall plan maintenance and repair efforts of local streets well in advance of wear and deterioration as part of the annual update of the Capital Improvements Element and its budgeting processes.~~

18. Delete Policy 7.2 as follows:

~~Policy 7.2: The town will provide for maintenance and repair funding in the annual budgeting process.~~

19. Amend Policy 8.2 as follows:

Policy 8.2: At the time of redevelopment and through cross-access and shared access agreements, the Town shall discourage excessive curb cuts including the control of

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

connections and access points of driveways and roads to roadways on arterial and major collector streets within the confines of the Town's roadway network.

20. Amend Policy 11.2 as follows:

Policy 11.2: To consider the latest urban transportation plan prepared by the West Palm Beach Urban Area Metropolitan Planning Organization and the Florida Department of Transportation, ~~i.e. the Year 2010 Transportation Plan~~ in the planning of the Town's traffic circulation system.

APPLICATION NO. 3
TOWN OF LAKE PARK COMPREHENSIVE PLAN
HOUSING ELEMENT

1. Amend the Goal Statement as follows:

5.4.1 Town Goal Statement

Ensure the provision of safe, decent and sanitary housing and living conditions in designated residential neighborhoods consistent with: (1) density levels indicated on the Future Land Use Plan Map; (2) specific housing needs as reflected in the most recent Shimberg Center for Affordable Housing's Affordable Housing Needs Assessment; and (23) the current residential character of the Town and individual Planning Areas. Further, ensure that the character of new housing ~~stock remains consistent with that currently in evidence~~ is compatible with the existing housing stock, particularly historic housing, while accommodating ~~the needs of projected population levels~~ current housing needs.

2. Amend Objective 1 as follows:

Objective 1: The quality of the existing housing stock and residential neighborhoods shall be maintained by ~~assuring that~~ addressing substandard housing conditions ~~are prevented through code enforcement and other appropriate mechanisms.~~

3. Amend Policy 1.1 as follows:

Policy 1.1: ~~Adopt~~ Maintain minimum housing regulations that shall contain specific and detailed provisions required to ensure the provision of decent, safe, sanitary and affordable housing ~~implement the adopted in accordance with the Comprehensive Plan, and which, at a minimum:~~

- ~~A. Establish minimum standards for sanitary, water supply, heating and~~
~~Cooking and garbage disposal facilities;~~
- ~~B. Establish minimum requirements for light and ventilation;~~
- ~~C. Establish minimum requirements for electrical systems;~~
- ~~D. Establish general requirements for the exterior and interior of~~
~~structures; and~~
- ~~E. Establish maximum occupancy and/or minimum dwelling space~~
~~and~~
~~Sanitary requirements.~~

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

4. Amend Policy 2.2 as follows:

Policy 2.2: ~~Adopt administrative and enforcement procedures necessary to implement minimum housing regulations and which, at a minimum:~~

~~A. Designate a Town housing official;~~

~~B. Establish~~ Utilize the following definitions of in assessing and monitoring housing conditions:

Standard Condition – A residential structure meeting all minimum standards for basic equipment and facilities, as set forth in the most recent version of the Standard Housing Code, 1985 edition, or locally adopted version thereof.

Substandard Condition – A residential structure which does not meet all minimum standards for basic equipment and facilities, as set forth in the most recent version of the Standard Housing Code, 1985 edition, or locally adopted version thereof, as determined by the Housing Official, where the costs of rehabilitation or code compliance are valued at less than 50% of the total value of the structure.

In Need of Replacement - A residential structure which does not meet all minimum standards for basic equipment and facilities, as set forth in the most recent version of the Standard Housing Code, 1985 edition, or locally adopted version thereof, as determined by the Housing Official, where the costs of rehabilitation, renovation or code compliance are valued at greater than 50% of the total value of the structure; and

~~B. Establish administrative procedures.~~

C. ~~Consider the need for a community appearance board to assist the Town housing official in administering minimum housing regulations.~~

5. Add a new Policy under Objective 2 as follows:

Policy 2.3: The Town shall coordinate with the appropriate agencies, including the State of Florida and Palm Beach County, to attempt to secure grant funds (i.e. CDBG, HOME, SHIP) to assist income-qualified households in conducting repairs to correct substandard housing conditions, and/to to improve the condition of the rental housing stock that is affordable to income-qualified households.

6. Add a new Policy under Objective 3 as follows:

Policy 3.7: The Town shall implement strategies to ensure the availability of a diversity and mix of housing types in order to meet the needs of households of different income and needs groups.

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

7. Add a new Policy under Objective 3 as follows:

Policy 3.8: In consideration of the fact that the Town's 2005 homeownership rate of 43.5% is significant less than the homeownership rate for the State of Florida's 2005 homeownership rate of 70.3%, the Town shall prioritize the creation of homeownership units, and shall coordinate with the appropriate agencies, including the State of Florida and Palm Beach County, to attempt to secure grant funds (i.e. CDBG, HOME, SHIP) to assist income-qualified renter households in becoming homeowners.

8. Add a new Policy under Objective 4 as follows:

Policy 4.3: The Town shall enforce compliance with the Americans with Disabilities Act (ADA) in order to ensure that persons with disabilities have equal access to housing, employment and services.

9. Amend Policy 7.1 as follows:

Policy 7.1: The Town shall ~~review appropriate zoning and land development regulations by April 1990 to ensure that the regulations are not exclusionary with respect to permitting~~ identify and take steps to mitigate regulatory barriers to the provision of low and moderate income affordable and workforce housing.

10. Amend Policy 7.4 as follows:

Policy 7.4: In scheduling the review of proposed development or redevelopment, the Planning and Zoning Board shall give priority to low and/or moderate income housing project applications that provide for affordable homeownership units.

11. Delete Policy 8.2 as follows:

~~Policy 8.2: Section 32-85(b) shall be repealed.~~

12. Renumber Policy 7.4 as follows:

Policy 8.32: The location and placement of manufactured housing is permissible in low to medium residential land use categories as shown on the future land use map in the comprehensive plan.

APPLICATION NO. 4
TOWN OF LAKE PARK COMPREHENSIVE PLAN
SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER AND
NATURAL GROUNDWATER RECHARGE ELEMENT

1. Amend Objective 1 as follows:

Objective 1: ~~The Town shall ensure through the land development review process that, at the time a building permit is issued, adequate public facility capacity is available or will be available or will be available at the time of occupancy update the Concurrency Management System, consistent with County and service provider capacity and requirements.~~

2. Amend Policy 1.1 as follows:

Policy 1.1: ~~Public facility LOS standards as displayed on Table 6.6-1 are hereby adopted, and shall be used as the basis for estimating the availability of capacity and demand generated by a proposed development project. The Town shall establish Potable Water and Sanitary Sewer Levels of Service based on Seacoast Utility Authority's Consumption and Generation Rates for determining the availability of capacity and demand generated by new residential and non-residential uses.~~

3. Add the following new Policy under Objective 1:

Policy 1.6: The Town shall consider the feasibility of establishing an impact fee schedule in order to ensure that the public facilities and services at the adopted level of service are available concurrent with the impacts of development and in conformance with the Capital Improvements Element.

4. Add the following new Policy under Objective 1.0:

Policy 1.7: The Town, in coordination with Palm Beach County, shall continue to regulate businesses potentially generating pollutants.

5. Amend Objective 2 as follows:

Objective 2: The Town shall establish and maintain a five-year schedule of capital improvement needs to be updated annually in conformance with the Capital Improvements Elements; in order to maintain and improve Town infrastructure and comply with all State statutory requirements.

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

6. Amend Policy 2.1 as follows:

Policy 2.1: Existing deficiencies will be addressed by undertaking ~~the following activities improvements in accordance with the Capital Improvements Schedule.***~~
(Note – delete rest of Policy)

7. Amend Policy 2.2 as follows:

Policy 2.2: ~~A Capital Improvements Coordinating Committee, headed by the Director of the Public Works Department, shall be created for the purpose of The Town administration, including key department heads, shall evaluate, and ranking and recommend capital improvement projects for inclusion in the five-year schedule of needs Capital Improvements Schedule.~~

8. Add the following new Policy under Objective 2.0:

Policy 2.3: The Town shall update the Master Drainage Plan every five years, and shall include identified projects in the Capital Improvements Schedule.

9. Add the following new Policy under Objective 2.0:

Policy 2.4: The Town shall review the South Florida Water Management District's Lower East Coast Water Supply Plan, and the water supply facility workplans of agencies that have jurisdiction over and/or provide its potable water supply, as they are adopted and/or periodically updated in order to identify alternative projects that will increase its water supply, and shall coordinate as appropriate with these agencies in the implementation of these projects. In addition, the Town shall prepare a Ten-Year Water Supply Facilities Workplan in accordance with State requirements.

APPLICATION NO. 5
TOWN OF LAKE PARK COMPREHENSIVE PLAN
COASTAL MANAGEMENT ELEMENT

1. Amend Policy 2.1 as follows:

Policy 2.1: ~~Incorporate~~ Utilize urban Best Management Practices (BMPs) identified in the ~~Areawide Waste Treatment Management Plan (408 Plan)~~ to reduce non-point source pollutant loadings to non-estuarine waters via the Town's stormwater drainage system.

2. Amend Objective 3 as follows:

Objective 3.0: Maintain or reduce hurricane evacuation times, address general hazard mitigation, and ~~incorporate~~ implement the recommendations of the ~~local peacetime applicable~~ emergency management plans and ~~applicable~~ interagency hazard mitigation reports as appropriate.

3. Amend Policy 3.3 as follows:

Policy 3.3: Land development regulations shall ~~include provisions to review consistency with of the local peacetime~~ ensure the consistency of emergency management plans with and development order approvals.

4. Amend Policy 3.4 as follows:

Policy 3.4: The Town will review ~~the local peacetime applicable~~ emergency management plans and ~~existing~~ interagency hazard mitigation reports on an annual basis and adopt land development regulations to incorporate emergency management plan or mitigation report recommendations into the development review process.

5. Amend Objective 4 as follows:

Objective 4.0: Provide infrastructure and services at adopted ~~Establish~~ levels of service in the coastal area.

6. Amend Policy 4.1 as follows:

Policy 4.1: ~~Through existing and/or future citizen committees, establish a needs assessment of~~ Continue to provide for water-dependent and water-related uses in the coastal area including the provision and expansion of the Town Marina, in conjunction with the analyses and recommendations established in the RECREATION AND OPEN SPACE Element goals, objectives and policies of this Comprehensive Plan.

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

7. Add a new Policy under Objective 4 as follows:

Policy 4.2: The Town is encouraged to establish a Marina Siting Plan consistent with 163.3178(6), F.S.

8. Amend Policy 5.1 as follows:

Policy 5.1: The Town shall ~~delineate~~ coordinate its designation of the coastal high hazard areas described in the applicable data and analysis section of the plan. A map shall be prepared delineating subject areas. At a minimum, those areas designated on the Federal Emergency Management Act map shall be designated coastal high hazard areas within its boundaries with the official Palm Beach County Hurricane Evacuation Zone Map delineating areas to be evacuated in the event of a Category 1 or 2 Hurricane.

9. Amend Policy 5.2 as follows:

Policy 5.2: The Town shall ~~adopt~~ utilize its land development regulations that to discourage population concentrations and development or redevelopment in, limit public expenditures that subsidize development or redevelopment in, and relocate or replace infrastructure away from coastal high hazard areas if not contrary to the health, safety or welfare of the residents of Lake Park. Public expenditures shall be limited to maintenance and purchase of public open space, drainage improvements, elimination of existing septic systems, upgrading existing roads, and repair or replacement of the seawall.

10. Amend Policy 5.5 as follows:

Policy 5.5: The Town shall ~~conduct a review to verify if~~ maintain an inventory of any historic buildings and sites ~~are~~ in the coastal high hazard area.

11. Amend Policy 5.6 as follows:

Policy 5.6: Land development regulations shall ~~be established to~~ protect any existing or future historic buildings in the coastal high hazard area.

12. Amend Policy 5.7 as follows:

Policy 5.7: Land development regulations shall ~~be established to limit development in~~ prohibit increased development intensity in coastal high hazard areas ~~to low density development.~~

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

13. Amend Policy 5.8 as follows:

Policy 5.8. Land development regulations shall be ~~established to adopt~~ be consistent with the provisions of the Southern Florida Building Code, Southern Standard Mechanical Code, Southern Standard Plumbing Code, Southern Standard Gas Code, and National Electric Code as they pertain to general hazard mitigation and other issues.

APPLICATION NO. 6
TOWN OF LAKE PARK COMPREHENSIVE PLAN
CONSERVATION ELEMENT

1. Amend Policy 1.1 as follows:

Policy 1.1: Construction practices such as seeding, wetting and mulching which minimize airborne dust and particulate emission generated by construction activities shall be undertaken ~~within 30 days of completion of clearing work~~ in accordance with all applicable National Pollutant Discharge Elimination System standards.

2. Amend Policy 2.2 as follows:

Policy 2.2: In water management systems where use of canals or ponds is necessary, any modification to, or construction of, canals or ponds should consider water and habitat quality enhancement features such as planted littoral zones or shallow shelves, bank slopes conducive to shoreline vegetation and immediate vegetative stabilization of any bare ground adjacent to canals or ponds in accordance with all applicable National Pollutant Discharge Elimination System standards.

3. Add the following new Policy under Objective 6:

Policy 6.6: The Town shall review the South Florida Water Management District's Lower East Coast Water Supply Plan, and the water supply facility workplans of agencies that have jurisdiction over and/or provide its potable water supply, as they are adopted and/or periodically updated in order to identify alternative projects that will increase its water supply, and shall coordinate as appropriate with these agencies in the implementation of these projects. In addition, the Town shall prepare a Ten-Year Water Supply Facilities Workplan in accordance with State requirements.

4. Add a new Objective as follows:

Objective 7: The Town is supportive of preserving the Lake Park Scrub Area.

5. Add a new Policy under new Objective 7 as follows:

Policy 7.1: During the annual review of the Capital Improvements Element, projects for improvement and continued protection of Town's natural area(s) shall be included, to the extent that such projects are programmed and funded.

APPLICATION NO. 7
TOWN OF LAKE PARK COMPREHENSIVE PLAN
RECREATION AND OPEN SPACE ELEMENT

1. Amend Objective 4 as follows:

Objective 4: ~~Incorporate levels of service standards for recreation facilities and open space areas into property development regulations~~ The Town shall require a minimum of 2.5 acres of developed recreation and open space per 1,000 residents.

2. Amend Policy 4.1 as follows:

Policy 4.1: ~~Conduct a survey of Town residents to determine specific use of recreational facilities, leisure activities, and open space areas. Results of the survey are to be evaluated in terms of level of service standards referenced in Section 9.3.1~~ The Town shall consider the feasibility of establishing an impact fee schedule within the Town in order to ensure that the recreation and open space facilities at the adopted level of service are available concurrent with the impacts of development and in conformance with the Capital Improvements Element.

3. Amend Policy 4.2 as follows:

Policy 4.2: ~~Adopt interim levels of service standards as identified in Table 9-4 of this element~~ The Town will identify properties for future acquisition for expansion of the Town's inventory of usable open and recreation.

4. Add a new Policy under Objective 4 as follows:

Policy 4.3: The Town shall update its Land Development Regulations to require certain percentages of open space to be provided for all new developments or redevelopment projects within the Town.

APPLICATION NO. 8
TOWN OF LAKE PARK COMPREHENSIVE PLAN
INTERGOVERNMENTAL COORDINATION ELEMENT

1. Amend Policy 1.1 as follows:

~~Policy 1.2: Coordinate as appropriate, with North Palm Beach, Palm Beach Gardens, Riviera Beach, Palm Beach County, the Palm Beach County School Board, and municipal service providers, the Treasure Coast Regional Planning Council and the State of Florida~~ The Town shall participate in the Palm Beach County Intergovernmental Coordination Program and Intergovernmental Plan Amendment Review Committee (IPARC) regarding pending land use Comprehensive Plan amendments or land development decisions within Lake Park. Formally notify appropriate governments of pending planning or development activities on lands adjacent to their borders. Comments from adjacent municipalities shall be formally considered prior to making a land use planning or development decision in these areas.

2. Amend Policy 1.4 as follows:

~~Policy 1.4: Prepare and adopt an official annexation policy using methods and guidelines established by the Palm Beach Countywide Planning Council in its annexation policy, adopted in May, 1988~~ The Town, where appropriate, shall coordinate its annexation policies with Palm Beach County and adjacent local governments.

3. Amend Policy 1.5 as follows:

~~Policy 1.5: Request the Florida Department of Health and Rehabilitative Services for assistance to revise the Town Zoning Code to provide greater opportunities in Lake Park for Group Homes~~ Provide opportunities for group homes in Lake Park in accordance with State requirements and in coordination with the appropriate agencies, including the Florida Department of Children and Families.

4. Amend Policy 1.6 as follows:

~~Policy 1.6: Request the Palm Beach County Solid Waste Authority to jointly develop a pilot program~~ Coordinate as appropriate with Palm Beach County's Solid Waste Authority in the implementation of programs for waste separation within the Town.

5. Add a new Policy under Objective 1 as follows:

Policy 1.7: The Town will carefully monitor and reevaluate its contract for Police and Fire-Rescue Services with Palm Beach County on an ongoing basis.

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

6. Add a new Policy under Objective 1 as follows:

Policy 1.8: The Town will closely work with the Palm Beach County Sheriff's Office and Palm Beach County Fire Rescue on public health, safety and welfare issues.

7. Add a new Policy under Objective 1 as follows:

Policy 1.9: The Town will continue working with the Palm Beach County Sheriff's Office to promote the work done by the Sheriff's Office Fire-Rescue Division and the public safety officers within the Town. The Town will assist these agencies to increase awareness of existing public safety programs available to Lake Park citizens and promote new programs to benefit public health, safety and welfare.

8. Add a new Policy under Objective 1 as follows:

Policy 1.10: The Town will develop and define partnerships with the Metropolitan Planning Organization, Palm Tran, the Florida Department of Transportation and other applicable agencies or groups with respect to mass transit as well as other transportation planning issues.

9. Amend Objective 2 as follows:

Objective 2: ~~Coordinate with appropriate jurisdictions regarding the prevention of the formation of enclaves adjacent to or in proximity to the Lake Park corporate limits~~ The Town, in coordination with Palm Beach County and neighboring municipalities, shall consider annexation requests from property owners who wish to voluntarily become a part of the Town and whose properties are contiguous to existing municipal limits, and/or shall identify and move to annex areas when such annexations are deemed to be in the best interest of the Town and the area to be annexed.

10. Add the following new Policy under Objective 2:

Policy 2.3: Should annexations occur the Town shall confer with all affected jurisdictions to ensure an equitable and smooth transition.

11. Add the following new Policy under Objective 2:

Policy 2.4: Any petition to annex properties into the Town of Lake Park should not be approved if such annexation will adversely affect the supply and delivery of public facilities and services or otherwise present an unreasonable burden to the citizens of Lake Park.

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

6. Add a new Policy under Objective 1 as follows:

Policy 1.8: The Town will closely work with the Palm Beach County Sheriff's Office and Palm Beach County Fire Rescue on public health, safety and welfare issues.

7. Add a new Policy under Objective 1 as follows:

Policy 1.9: The Town will continue working with the Palm Beach County Sheriff's Office to promote the work done by the Sheriff's Office Fire-Rescue Division and the public safety officers within the Town. The Town will assist these agencies to increase awareness of existing public safety programs available to Lake Park citizens and promote new programs to benefit public health, safety and welfare.

8. Add a new Policy under Objective 1 as follows:

Policy 1.10: The Town will develop and define partnerships with the Metropolitan Planning Organization, Palm Tran, the Florida Department of Transportation and other applicable agencies or groups with respect to mass transit as well as other transportation planning issues.

9. Amend Objective 2 as follows:

Objective 2: ~~Coordinate with appropriate jurisdictions regarding: the prevention of the formation of enclaves adjacent to or in proximity to the Lake Park corporate limits~~ The Town, in coordination with Palm Beach County and neighboring municipalities, shall consider annexation requests from property owners who wish to voluntarily become a part of the Town and whose properties are contiguous to existing municipal limits, and/or shall identify and move to annex areas when such annexations are deemed to be in the best interest of the Town and the area to be annexed.

10. Add the following new Policy under Objective 2:

Policy 2.3: Should annexations occur the Town shall confer with all affected jurisdictions to ensure an equitable and smooth transition.

11. Add the following new Policy under Objective 2:

Policy 2.4: Any petition to annex properties into the Town of Lake Park should not be approved if such annexation will adversely affect the supply and delivery of public facilities and services or otherwise present an unreasonable burden to the citizens of Lake Park.

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

12. Amend Objective 3 as follows:

Objective 3: ~~Establish~~ Coordinate level of service standards consistent with those of adjacent local governments and current service providers, while recognizing potential differences in local circumstances.

13. Add the following new Policy under Objective 4:

Policy 4.7: The Town shall review the South Florida Water Management District's Lower East Coast Water Supply Plan, and the water supply facility workplans of agencies that have jurisdiction over and/or provide its potable water supply, as they are adopted and/or periodically updated in order to identify alternative projects that will increase its water supply, and shall coordinate as appropriate with these agencies in the implementation of these projects. In addition, the Town shall prepare a Ten-Year Water Supply Facilities Workplan in accordance with State requirements.

14. Amend Policy 5.1 as follows:

Policy 5.1: Any development which may necessitate an amendment to the comprehensive plan of the Town of Lake Park shall be reviewed with respect to the relationship such development may have upon compatibility with comprehensive plans of surrounding units of local and regional government. The Town shall participate in the Palm Beach County Intergovernmental Coordination Program and Intergovernmental Plan Amendment Review Committee (IPARC) in the coordination and review of proposed Comprehensive Plan amendments.

15. Add a new Objective as follows:

Objective 6: The Town shall maintain existing and promote increased economic stability within the boundaries of Lake Park. This commitment to economic development shall be considered when conducting Town business including the execution of all contracts and interlocal agreements.

16. Add a new Policy under new Objective 6 as follows:

Policy 6.1: The Town shall explore the establishment of economic development zones or other mechanisms to retain and attract businesses.

17. Add a new Policy under new Objective 6 as follows:

Policy 6.2: The Town shall consider conducting market studies to determine types of businesses needed in the downtown, mixed use, and/or commercially or industrially designated areas.

18. Add a new Policy under new Objective 6 as follows:

Policy 6.3: The Town shall explore alternative sources for funding or tax relief.

19. Add a new Policy under new Objective 6 as follows:

Policy 6.4: The Town shall continue communication and cooperation with the Palm Beach County Office of Economic Development, and shall coordinate as appropriate with other agencies in the implementation of economic development strategies in the Town, County, region and State.

20. Add a new Objective 7 as follows:

Objective 7: To coordinate planning efforts with the municipalities of Jupiter, Riviera Beach, North Palm Beach, Palm Beach Gardens, Mangonia Park and Palm Beach County (the North Palm Beach County partners) in order to jointly identify land parcels in northern Palm Beach County which will provide opportunities for the development of bioscience research / biotechnology uses and will help secure those parcels against conversions to retail, commercial or residential land-use designations.

21. Add a new Objective 7 as follows:

Policy 7.1: Develop a unified vision in coordination with the North Palm Beach County partners and assign a Bioscience Research Protection Overlay (BRPO) to land parcels within the Town in order to provide opportunities for bioscience research / biotechnology uses.

22. Add a new Objective 7 as follows:

Policy 7.3: To assure greater cooperation with the North Palm Beach County partners, the Town shall maintain its representation on the Bioscience Land Protection Advisory Board (BLPAB) as set out in the Interlocal Agreement to ensure the protection of bioscience uses within the BRPO.

APPLICATION NO. 9
TOWN OF LAKE PARK COMPREHENSIVE PLAN
CAPITAL IMPROVEMENT ELEMENT

1. Amend Policy 1.3 as follows:

~~Policy 1.3: A Capital Improvements Coordinating Committee is hereby created, composed of the Directors of Public Works, Finance and Recreation and the Town Manager, for the purpose of The Town administration, including key Department heads, shall evaluate, and ranking in order of priority projects for inclusion in the 5-Year Schedule of Improvements and recommend capital improvement projects for inclusion in the five-year Capital Improvements Schedule.~~

2. Add a new Policy under Objective 1 as follows:

Policy 1.6: The Town shall review the available capital improvements plans of other agencies having jurisdiction over infrastructure and services which impacts its adopted Level of Service Standards in order to monitor its ability to meet its Level of Service Standards through the planning period, and ensure the financial feasibility of the Comprehensive Plan. Projects deemed necessary to maintain the Level of Service standard as a result of this review shall be referenced in the Town's Capital Improvement Program and Schedule.

3. Add a new Policy under Objective 1 as follows:

Policy 1.7: The Town shall maintain records to determine whether a cumulative 110% de minimus transportation impact threshold has been reached, and shall submit such documentation as part of its annual updates to the Capital Improvements Schedule.

4. Add a new Policy under Objective 1 as follows:

Policy 1.8: On or before the statutory deadline, the Comprehensive Plan shall be amended to include a financially feasible Five Year Capital Improvements Schedule that documents all projects necessary to achieve and/or maintain the Level of Service Standard or that otherwise implement the Comprehensive Plan. The schedule shall be updated annually through the Comprehensive Plan amendment process. In addition to Town projects, the Capital Improvements Schedule shall include projects to be implemented by other agencies that impact its ability to achieve or maintain the adopted Level of Service Standards, including transportation projects that maybe implemented in whole or in part through proportionate fair share mitigation options.

TOWN OF LAKE PARK 2008 COMPREHENSIVE PLAN EAR BASED AMENDMENTS
January 2008 Draft

5. Add a new Policy under Objective 1 as follows:

Policy 1.9: The Town shall update the Master Drainage Plan on an ongoing basis and shall include identified projects in the Capital Improvements Schedule. During the annual review of the Town's capital improvements needs, the Town shall consider and accordingly prioritize drainage improvements as recommended by the Town's Master Drainage Plan.

6. Add a new Policy under Objective 1 as follows:

Policy 1.10: The Town shall periodically evaluate the transportation network and implement an improvement schedule in conformance with the Capital Improvements Element.

7. Amend Policy 4.3 as follows:

Policy 4.3: The Town shall annually adopt a ~~6-5~~ year capital improvement program and capital budget as part of its budgeting process.

8. Add the following new Policy under Objective 5:

Policy 5.4: The Town shall review the South Florida Water Management District's Lower East Coast Water Supply Plan, and the water supply facility workplans of agencies that have jurisdiction over and/or provide its potable water supply, as they are adopted and/or periodically updated in order to identify alternative projects that will increase its water supply, and shall coordinate as appropriate with these agencies in the implementation of these projects. In addition, the Town shall prepare a Ten-Year Water Supply Facilities Workplan in accordance with State requirements.

APPLICATION NO. 10
TOWN OF LAKE PARK COMPREHENSIVE PLAN
PUBLIC SCHOOL FACILITIES

1. Add a new Public Schools Facilities Element as follows:

12.2 GOALS, OBJECTIVES AND POLICIES

GOAL 1: PUBLIC SCHOOL CONCURRENCY

The Town of Lake Park agrees the timely delivery of adequate public school facilities at the adopted level of service requires close coordination among all relevant parties at both the land use planning and residential development permitting levels. Further, the Town agrees that new school facilities should be planned for and provided in proximity to those areas planned for residential development or redevelopment. Accordingly, to implement an effective school concurrency system ensuring the construction and opening of public educational facilities are coordinated in time and place with residential development concurrently with other necessary services, the Town agrees the School District must be afforded the opportunity to review and provide timely findings and recommendations to the County and the municipalities on proposed amendments to their respective Comprehensive Plans and on all applications for development orders which will have an impact on school capacity and the School District's Five-Year Capital Facilities Plan.

Objective 1: The Town agrees in order to provide future public school facilities in a timely manner at appropriate locations, residential development orders shall be issued and conditioned upon the availability of public school facilities at the level of service specified in the Interlocal Agreement concurrent with the impact of such development. A determination of available school capacity before issuance of a development order, consistent with the level of service standard, or "concurrency", shall be based upon the adoption of a Public School Facilities Element into the County's and municipalities' comprehensive plans consistent with the School, District's Five-Year Capital Facilities Plan.

Policy 1.1: Once the School Concurrency Program commences, the Town of Lake Park shall not issue any site specific development orders for new residential units until the School District has reported that there is school capacity available to serve the development being approved consistent with the requirements of the Interlocal Agreement.

Policy 1.2: Coordinate planning with the School District regarding population projections, school siting, projections of development and redevelopment for the coming year, infrastructure required to support public school facilities, and amendments to future land use plan elements consistent with the requirements of the Interlocal Agreement.

GOAL 2: PUBLIC SCHOOL CONCURRENCY

It is a Goal of the Town to work with both Palm Beach County and the School District in the provision for future availability of public school facilities consistent with the adopted level of service standard. This goal shall be accomplished recognizing the constitutional obligation of the School District to provide a uniform system of free public schools on a countywide basis.

Objective 2: To establish and maintain a cooperative relationship with the School District and County in coordinating land use planning with development of public school facilities which are proximate to existing or proposed residential areas they will serve and which serve as community focal points.

Policy 2.1: In accordance with the County, for purposes of urban infill and in recognition of the entitlement density provisions of the Town's Future Land Use Element, the impact of a home on an existing single family lot of record shall not be subject to school concurrency.

Policy 2.2: The Town shall coordinate with the County and School District for the collocation of public facilities, such as parks, libraries, and community centers with schools, to the extent possible, as sites for these public facilities and schools are chosen and development plans prepared.

Policy 2.3: The Town shall abide by the "Palm Beach County Interlocal Agreement with Municipalities of Palm Beach County and the School District of Palm Beach County to establish Public School Concurrency", which was fully executed by the parties involved and recorded with the Clerk of the Circuit Court of Palm Beach County on January 25, 2001, consistent with ss.163.3177(6)(h)1. and 2. F.S. and 163.3180 F.S.

Policy 2.4: The Town of Lake Park supports the concept of a Technical Advisory Group (TAG) as established by the County, participating local governments, and the School District. The five member TAG will be comprised of a Certified Public Accountant, a General Contractor, a Demographer, a Business Person, and a Planner, nominated by their respective associations as indicated in the Interlocal Agreement to establish Public School Concurrency mentioned in Policy XXX. The Technical Advisory Group shall review and make recommendations including but not limited to the following:

1. The Capital Facilities Plan;
2. The Ten and Twenty Year work programs;
3. Schools that trigger a School Capacity Study;
4. Concurrency Service Areas boundaries;
5. School District Management Reports; and
6. Operation and effectiveness of the Concurrency Program;
7. Program Evaluation Reports.

Policy 2.5: As requested, the Town shall provide the County and School District with annual information needed to maintain school concurrency, including information required for the School District to establish:

1. School siting criteria;
2. Level of service update and maintenance;
3. Joint approval of the public school capital facilities program;
4. Concurrency service area criteria and standards; and
5. School utilization.

Policy 2.6: The Town shall advise the School District of a proposed public school site's consistency with the County's Comprehensive Plan and land development regulations, including the availability of necessary public infrastructure to support the development of the site.

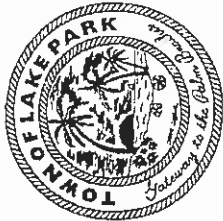
Policy 2.7: The Town shall provide opportunity for the School District to comment on comprehensive plan amendments, rezonings, and other land-use decisions which may be projected to impact on the Public Schools Facilities Plan.

Policy 2.8: The Town shall coordinate with the County, local municipalities, and the School District on emergency preparedness issues which may include consideration of:

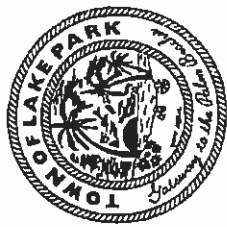
1. Design and/or retrofit of public schools as emergency shelters;
2. Enhancing public awareness of evacuation zones, shelter locations, and evacuation routes;
3. Designation of sites other than public schools as long term shelters, to allow schools to resume normal operations following emergency events.

Objective 3: To cooperate with the joint process of coordination and collaboration between the County, local governments and the School District in the planning and decision making on population projections as established by the County.

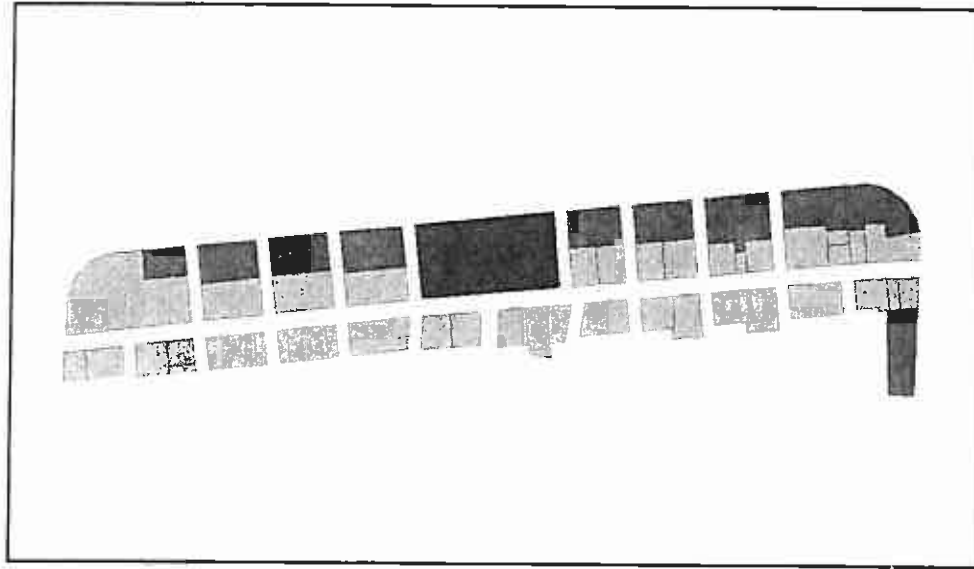
Policy 3.1: The Town commits to working with the County and School District and the municipalities to improve this methodology and enhance coordination with the plans of the School District and local governments. Population and student enrollment projections shall be revised annually to ensure that new residential development and redevelopment information provided by the municipalities and the County as well as changing demographic conditions are reflected in the updated projections. The revised projections and the variables utilized in making the projections shall be reviewed by all signatories through the Intergovernmental Plan Amendment Review Committee (IPARC). Projections shall be especially revisited and refined with the results of the 2000 Census. The responsibilities of local governments and the School District on population projections are described in Section VIII-B of the Interlocal Agreement.



Lake Park Future Land Use Changes Area 1



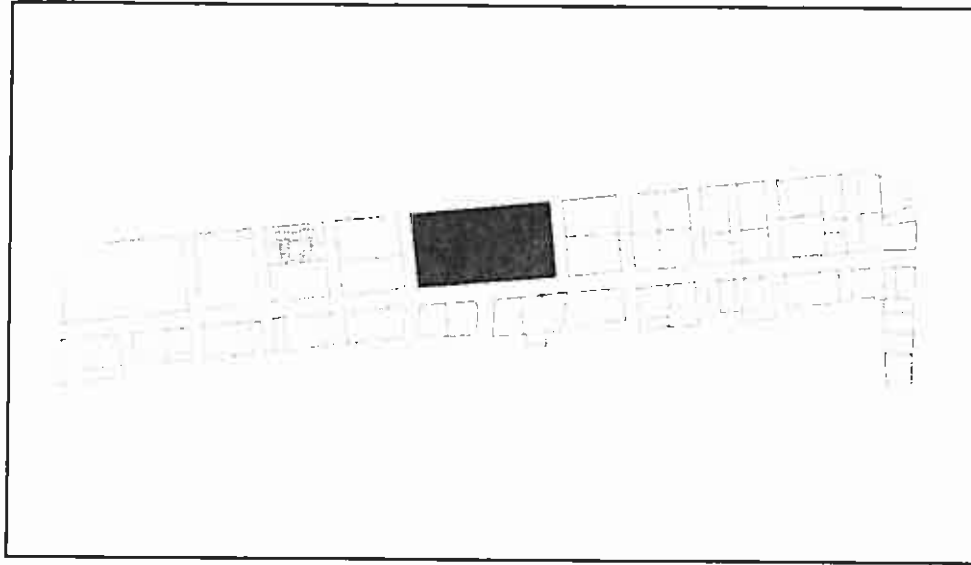
Existing Future Land Use



Legend

- COMM<_INDUSCopy
- RECREATION
- RESID&COMMERCIAL
- RESID_HIGH_DENSITY
- RESID_LOW_DENSITY
- OTHER_PUB_FACILITY
- PUBLIC_BLOG_GNDS
- COMMERCIAL
- RESID_MED_DENSITY

Proposed Future Land Use



Legend

- Rec_Overlay
- Bioscience_2
- Parcels_PY
- Downtown
- Condo_density
- Resi_Low_Density
- Resi_medium
- Annexation
- Annex2_FLUM
- Comm_Lt_Industrial
- Pub_Bldg_Grounds
- Single_Fam
- Conservation
- Rec_Lands
- Other_Pub_Facilities
- Comm_Residential
- Commercial



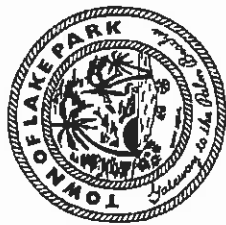
0 0.1 0.2 0.4 Miles

41.99 Total Acres

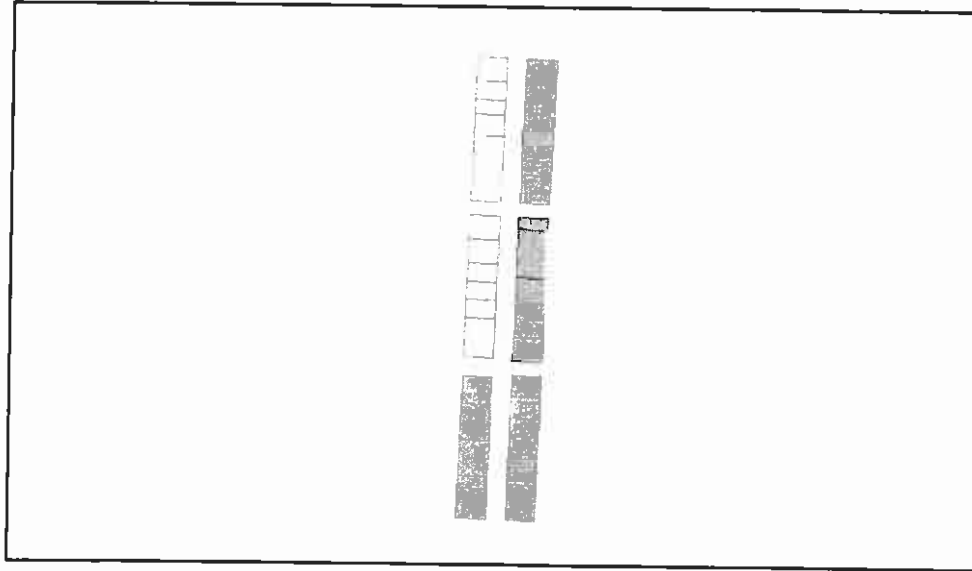
02-01-2008



Lake Park Future Land Use Changes Area 2



Existing Future Land Use



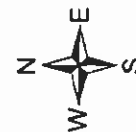
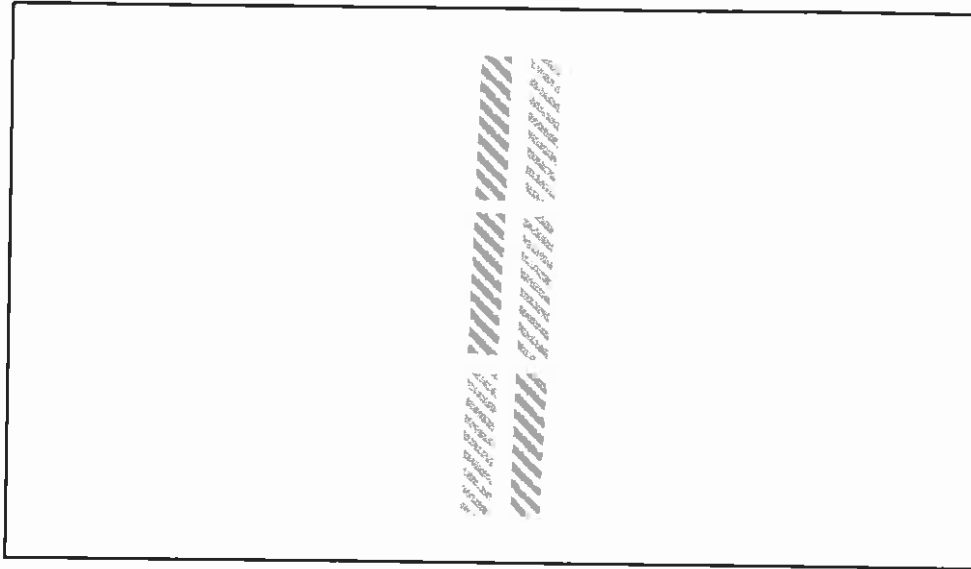
Legend

- COMM<_INDUSCopy
- RECREATION
- RESID&COMMERCIAL
- RESID_HIGH_DENSITY
- RESID_LOW_DENSITY
- OTHER_PUB_FACILITY
- PUBLIC_BLDG_GNDS
- COMMERCIAL
- RESID_MED_DENSITY

Legend

- Rec_Overlay
- Bioscience_2
- Parcels_PY
- Downtown
- Condo_density
- Resi_Low_Density
- Resi_medium
- Annexation
- Annex2_FLUM
- Comm_Lt_Industrial
- Pub_Bldg_Grounds
- Single_Fam
- Conservation
- Rec_Lands
- Other_Pub_Facilities
- Comm_Residential
- Commercial

Proposed Future Land Use



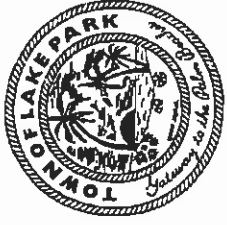
0 0.05 0.1 0.2 Miles

02-01-2008

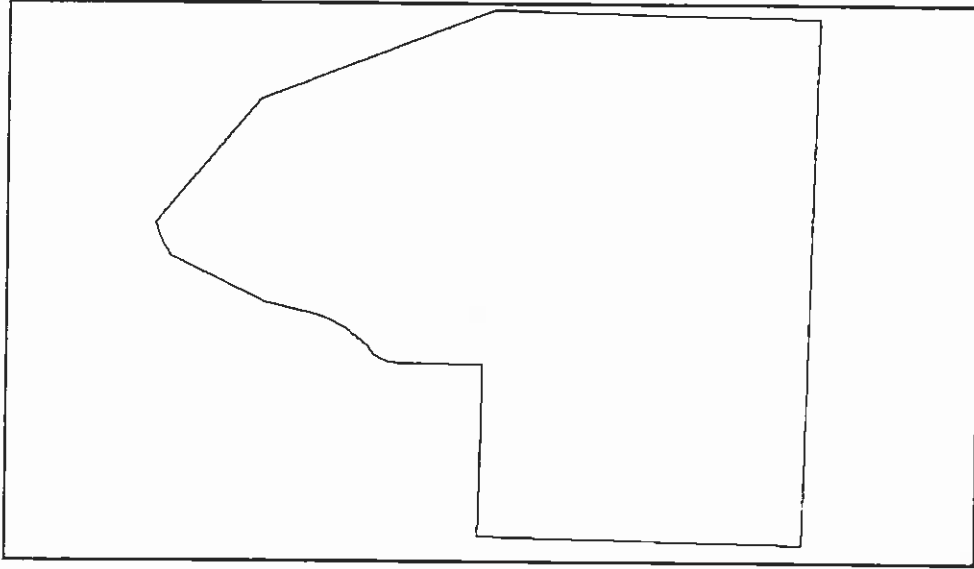
10.29 Total Acres



Lake Park Future Land Use Changes Area 3

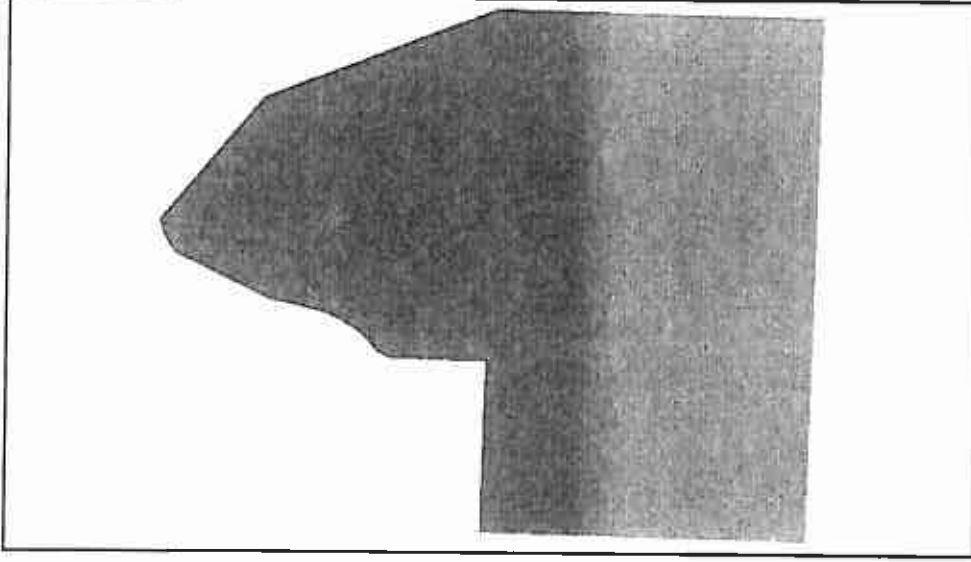


Existing Future Land Use

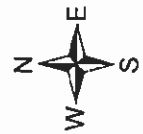


- Legend**
- COMM<_INDUSCopy
 - RECREATION
 - RESID&COMMERCIAL
 - RESID_HIGH_DENSITY
 - RESID_LOW_DENSITY
 - OTHER_PUB_FACILITY
 - PUBLIC_BLDG_GNDS
 - COMMERCIAL
 - RESID_MED_DENSITY

Proposed Future Land Use

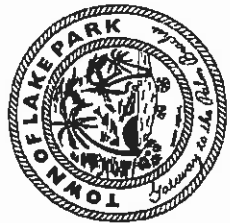


- Legend**
- Rec_Overlay
 - Bioscience_2
 - Parcels_PY
 - Downtown
 - Condo_density
 - Resi_Low_Density
 - Resi_medium
 - Annexation
 - Annex2_FLUM
 - Comm_Lt_Industrial
 - Pub_Bldg_Grounds
 - Single_Fam
 - Conservation
 - Rec_Lands
 - Other_Pub_Facilities
 - Comm_Residential
 - Commercial

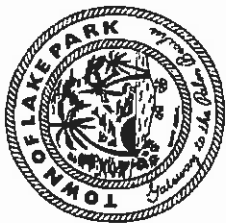


02-01-2008 0 0.035 0.07 0.14 Miles

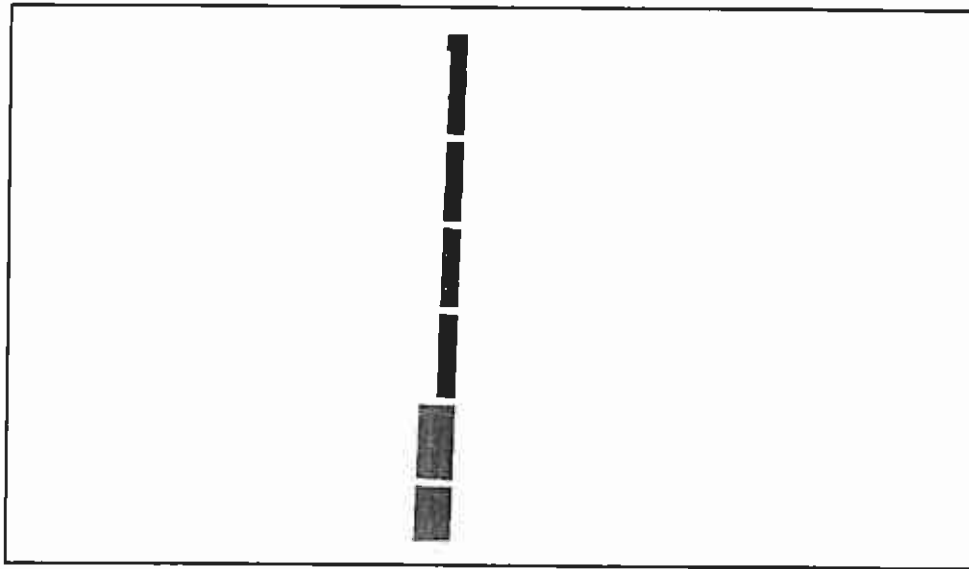
45.36 Total Acres



Lake Park Future Land Use Changes Area 4



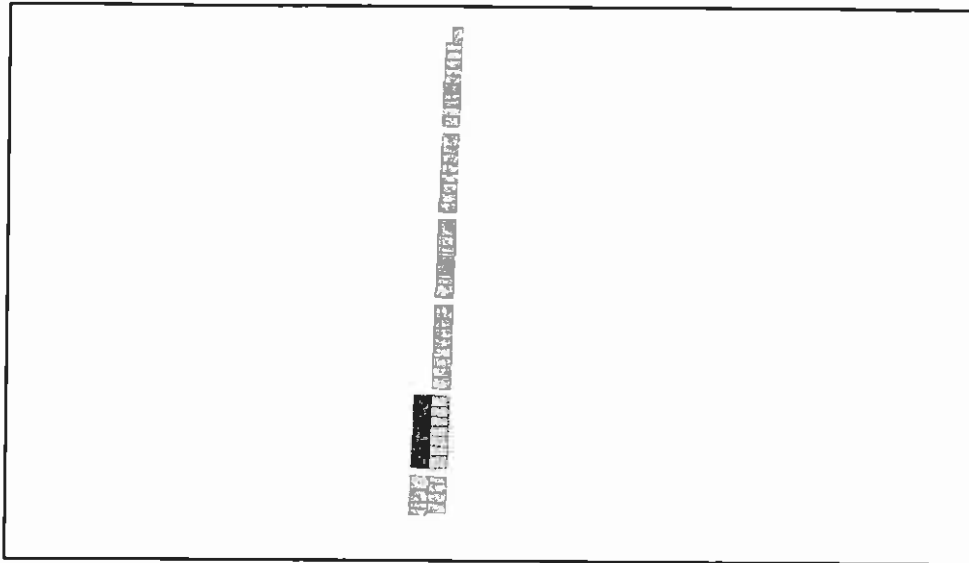
Existing Future Land Use



Legend

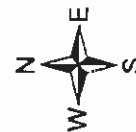
- COMM<_INDUSCopy
- RECREATION
- RESID&COMMERCIAL
- RESID_HIGH_DENSITY
- RESID_LOW_DENSITY
- OTHER_PUB_FACILITY
- PUBLIC_BLDG_GNDS
- COMMERCIAL
- RESID_MED_DENSITY

Proposed Future Land Use



Legend

- Rec_Overlay
- Bioscience_2
- Parcels_PY
- Downtown
- Condo_density
- Resi_Low_Density
- Resi_medium
- Annexation
- Annex2_FLUM
- Comm_Lt_Industrial
- Pub_Bldg_Grounds
- Single_Fam
- Conservation
- Rec_Lands
- Other_Pub_Facilities
- Comm_Residential
- Commercial

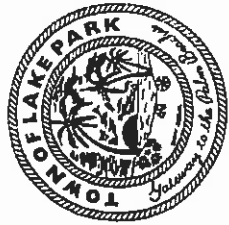


00.00 0.1 0.2 Miles

02-01-2008

13.05 Total Acres

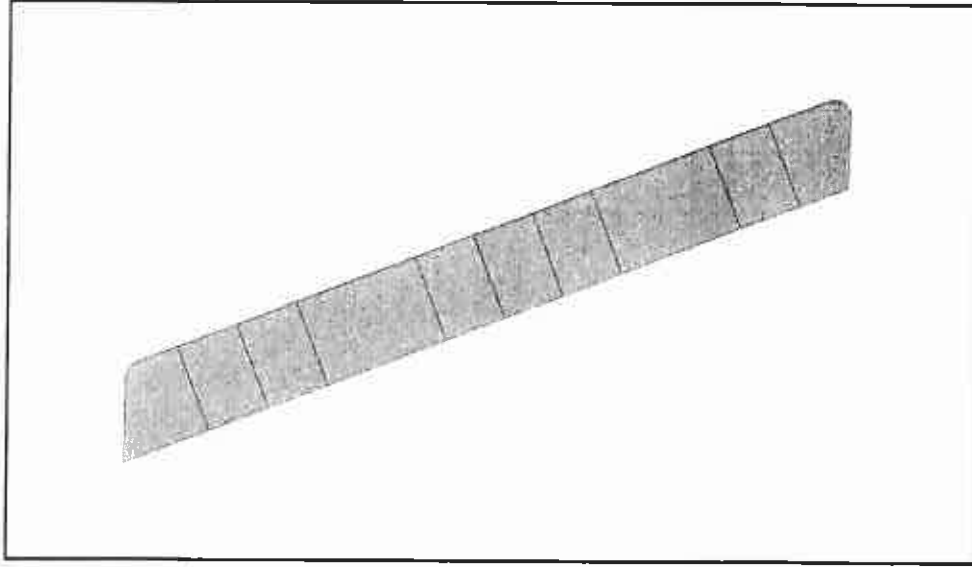




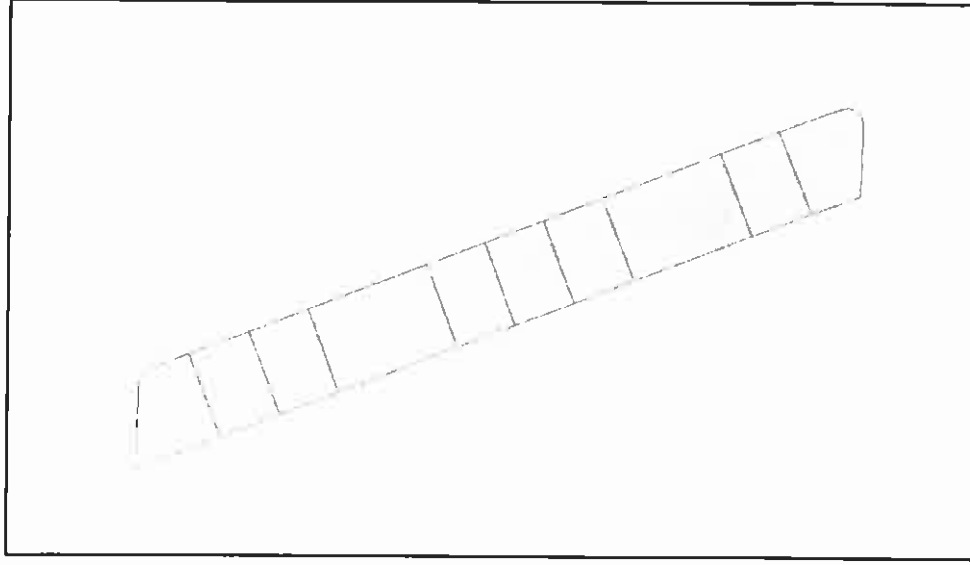
Lake Park Future Land Use Changes Area 5



Existing Future Land Use



Proposed Future Land Use

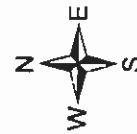


Legend

- COMM<_INDUSCopy
- RECREATION
- RESID&COMMERCIAL
- RESID_HIGH_DENSITY
- RESID_LOW_DENSITY
- OTHER_PUB_FACILITY
- PUBLIC_BLDG_GNDS
- COMMERCIAL
- RESID_MED_DENSITY

Legend

- Rec_Overlay
- Bioscience_2
- Parcels_PY
- Downtown
- Condo_density
- Resi_Low_Density
- Resi_medium
- Annexation
- Annex2_FLUM
- Comm_Lt_Industrial
- Pub_Bldg_Grounds
- Single_Fam
- Conservation
- Rec_Lands
- Other_Pub_Facilities
- Comm_Residential
- Commercial

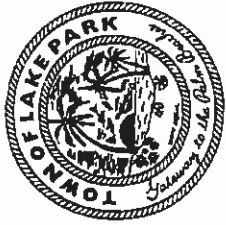


00.00 02 0.04 Miles

+++++

02-01-2008

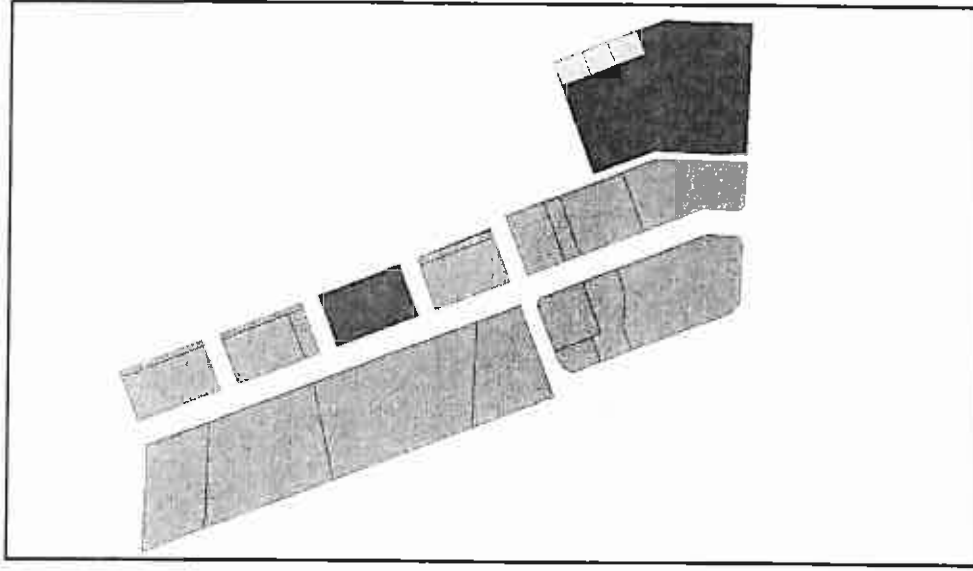
3.94 Total Acres



Lake Park Future Land Use Changes Area 6



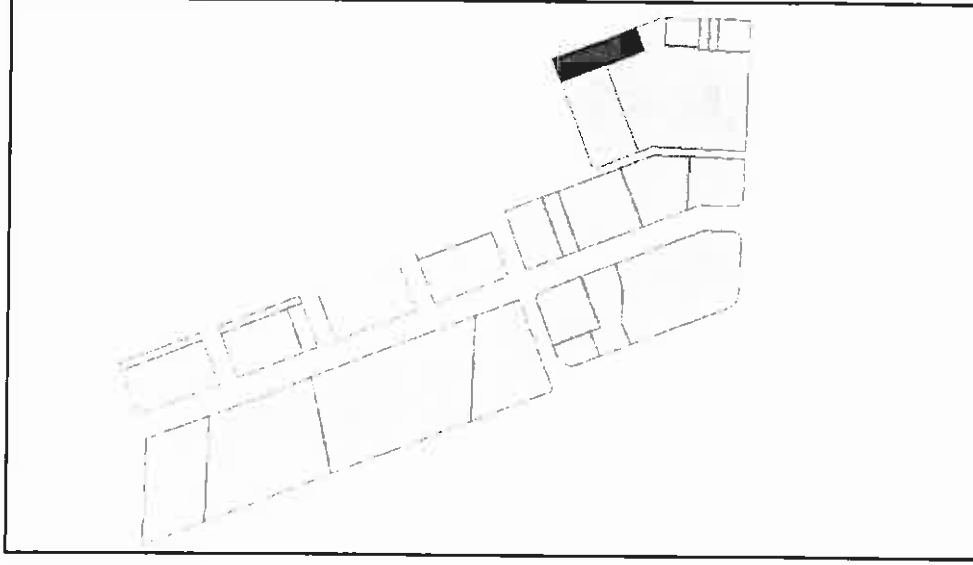
Existing Future Land Use



Legend

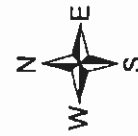
- COMM<_INDUSCOPY
- RECREATION
- RESID&COMMERCIAL
- RESID_HIGH_DENSITY
- RESID_LOW_DENSITY
- OTHER_PUB_FACILITY
- PUBLIC_BLDG_GNDS
- COMMERCIAL
- RESID_MED_DENSITY

Proposed Future Land Use



Legend

- Rec_Overlay
- Bioscience_2
- Parcels_PY
- Downtown
- Condo_density
- Resi_Low_Density
- Resi_medium
- Annexation
- Annex2_FLUM
- Comm_Lt_Industrial
- Pub_Bldg_Grounds
- Single_Fam
- Conservation
- Rec_Lands
- Other_Pub_Facilities
- Comm_Residential
- Commercial



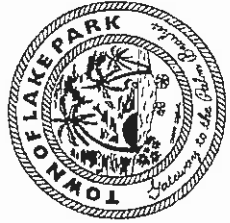
0.00530.06 Miles

02-01-2008

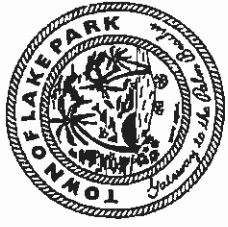
+++++

26.79 Total Acres

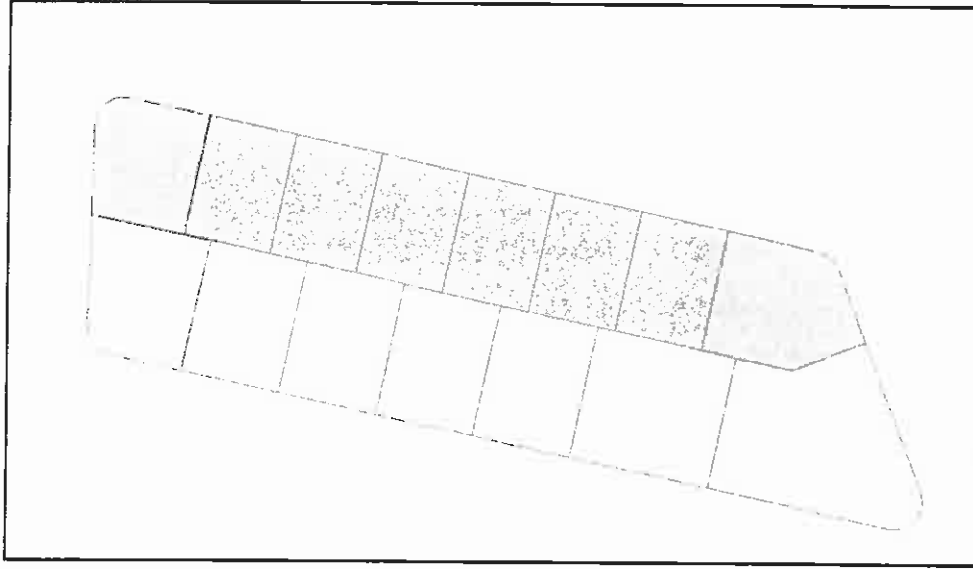
02-01-2008



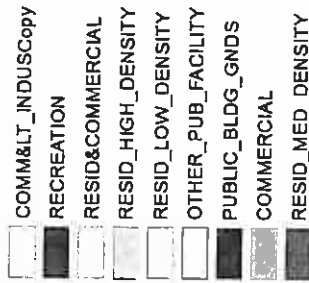
Lake Park Future Land Use Changes Area 7



Existing Future Land Use



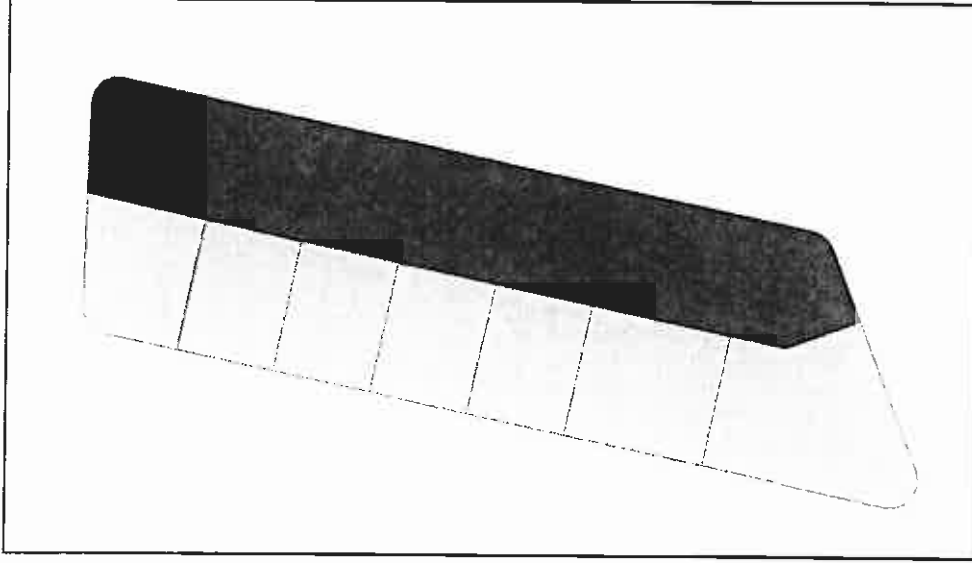
Legend



Legend



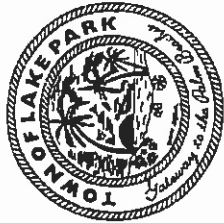
Proposed Future Land Use



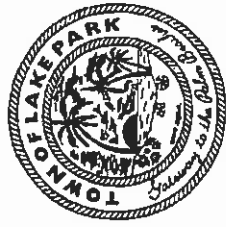
0 0.01 0.02 0.04 Miles

3.88 Total Acres

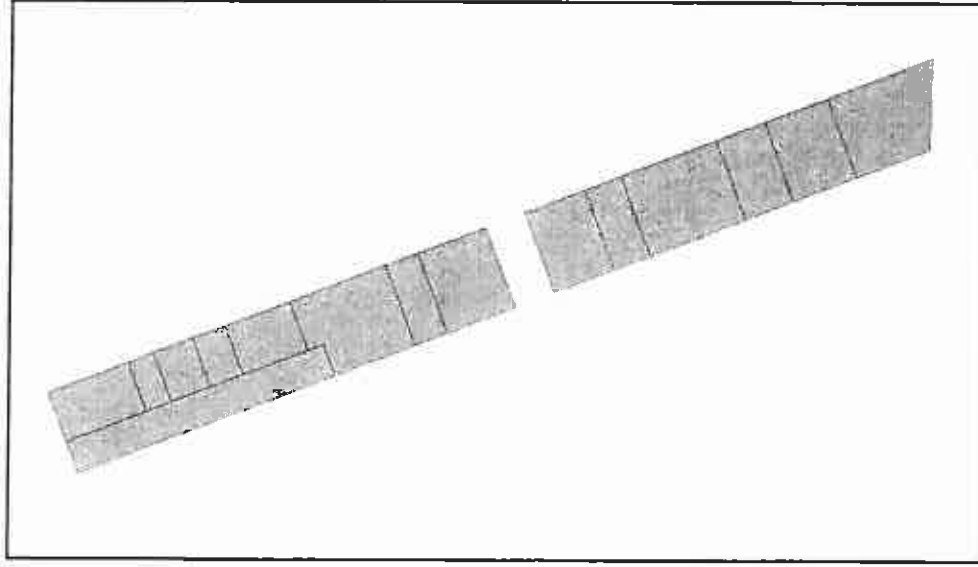
02-01-2008



Lake Park Future Land Use Changes Area 8

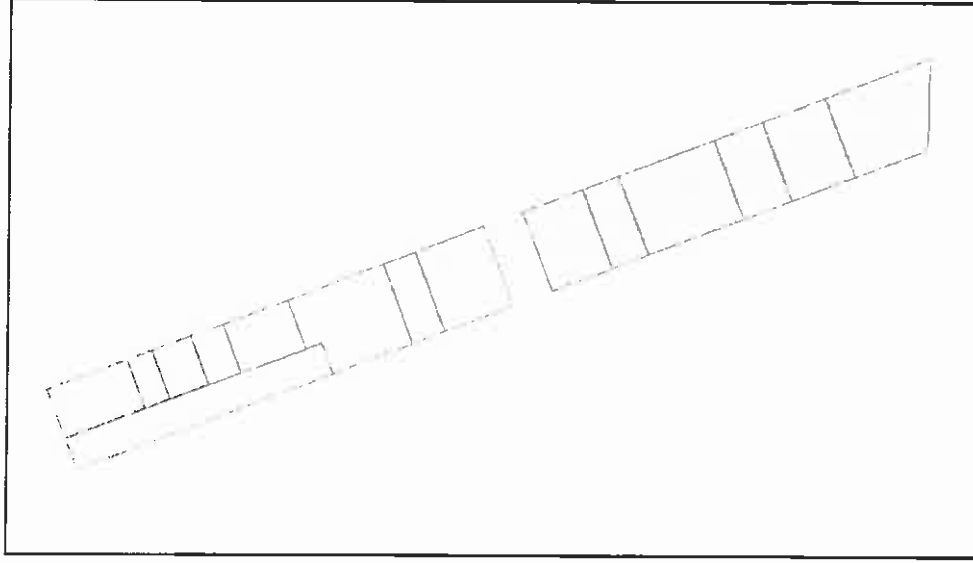


Existing Future Land Use



- Legend**
- COMM<_INDUSCopy
 - RECREATION
 - RESID&COMMERCIAL
 - RESID_HIGH_DENSITY
 - RESID_LOW_DENSITY
 - OTHER_PUB_FACILITY
 - PUBLIC_BLDG_GNDS
 - COMMERCIAL
 - RESID_MED_DENSITY

Proposed Future Land Use



Legend

- Rec_Overlay
- Bioscience_2
- Parcels_PY
- Downtown
- Condo_density
- Resi_Low_Density
- Resi_medium
- Annexation
- Annex2_FLUM
- Comm_Lt_Industrial
- Pub_Bldg_Grounds
- Single_Fam
- Conservation
- Rec_Lands
- Other_Pub_Facilities
- Comm_Residential
- Commercial

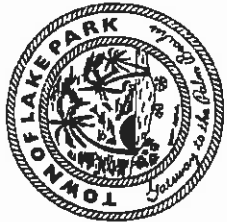


0 0.02 0.04 0.08 Miles

02-01-2008

3.73 Total Acres

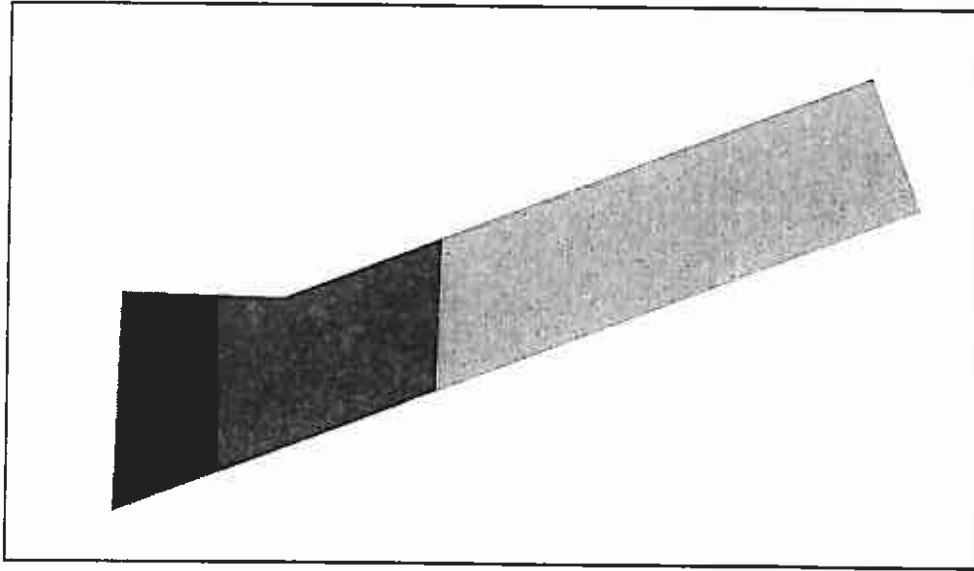




Lake Park Future Land Use Changes Area 9



Existing Future Land Use



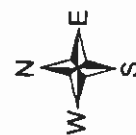
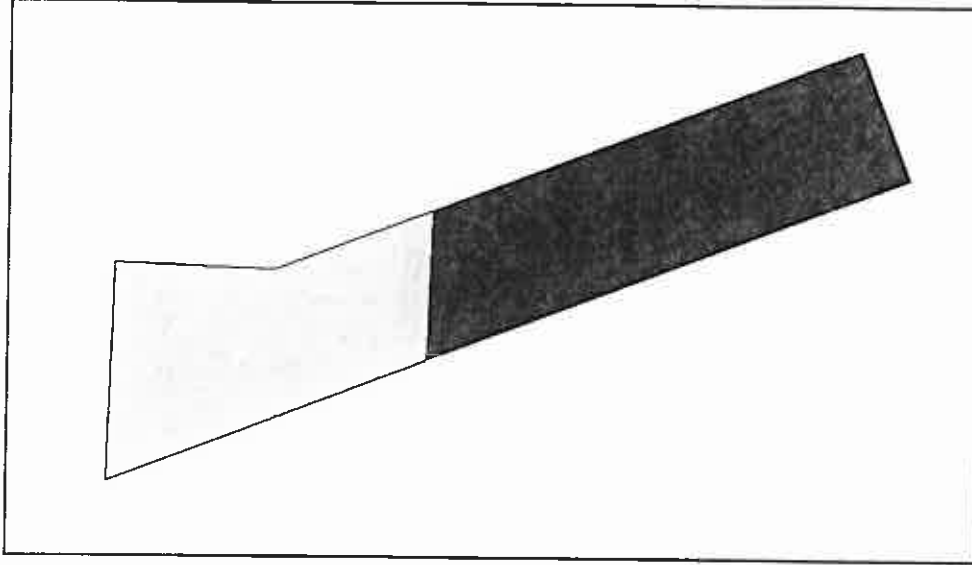
Legend

- COMM<_INDUSCopy
- RECREATION
- RESID&COMMERCIAL
- RESID_HIGH_DENSITY
- RESID_LOW_DENSITY
- OTHER_PUB_FACILITY
- PUBLIC_BLDG_GNDS
- COMMERCIAL
- RESID_MED_DENSITY

Legend

- Rec_Overlay
- Bioscience_2
- Parcels_PY
- Downtown
- Condo_density
- Resi_Low_Density
- Resi_medium
- Annexation
- Annex2_FLUM
- Comm_Lt_Industrial
- Pub_Bldg_Grounds
- Single_Fam
- Conservation
- Rec_Lands
- Other_Pub_Facilities
- Comm_Residential
- Commercial

Proposed Future Land Use



0 0.015 0.03 0.06 Miles
02-01-2008

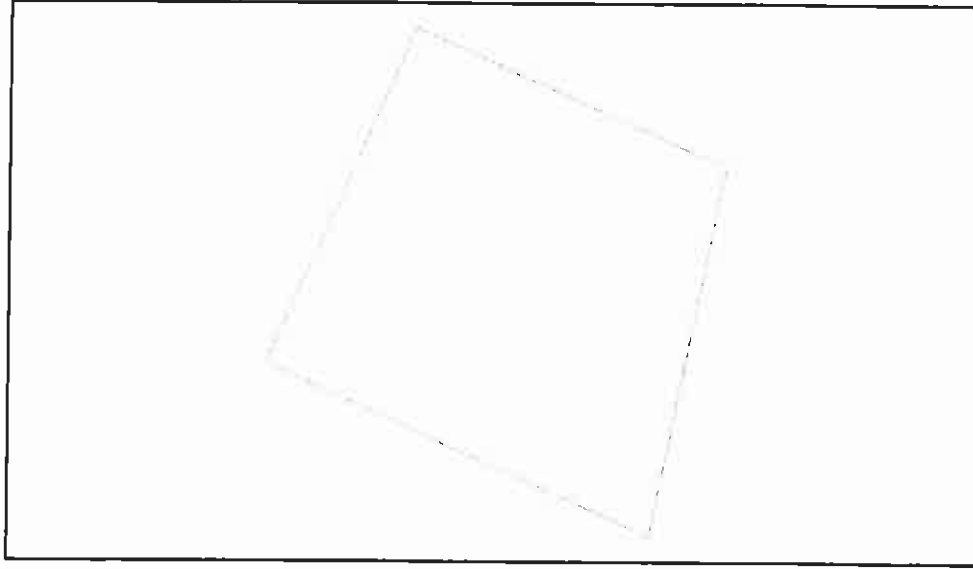
2.28 Total Acres



Lake Park Future Land Use Changes Area 10



Existing Future Land Use

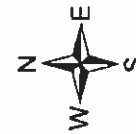


Legend

- COMM<_INDUSCopy
- RECREATION
- RESID&COMMERCIAL
- RESID_HIGH_DENSITY
- RESID_LOW_DENSITY
- OTHER_PUB_FACILITY
- PUBLIC_BLDG_GNDS
- COMMERCIAL
- RESID_MED_DENSITY

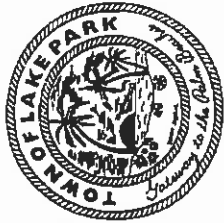
Legend

- Rec_Overlay
- Bioscience_2
- Parcels_PY
- Downtown
- Condo_density
- Resi_Low_Density
- Resi_medium
- Annexation
- Annex2_FLUM
- Comm_Lt_Industrial
- Pub_Bldg_Grounds
- Single_Fam
- Conservation
- Rec_Lands
- Other_Pub_Facilities
- Comm_Residential
- Commercial

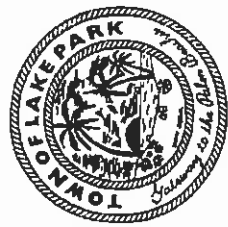


0 0.01 0.02 0.04 Miles
02-01-2008

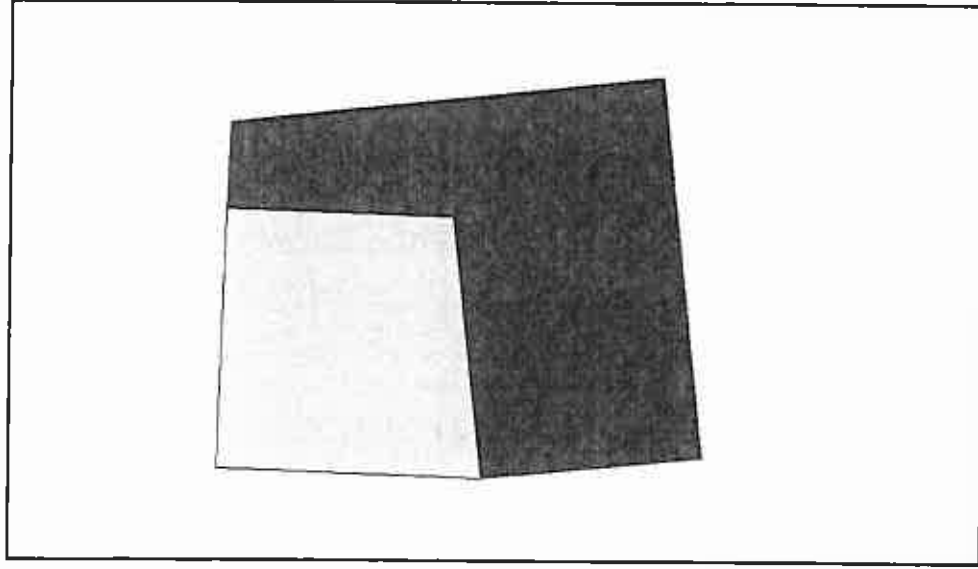
1.08 Total Acres



Lake Park Future Land Use Changes Area 11



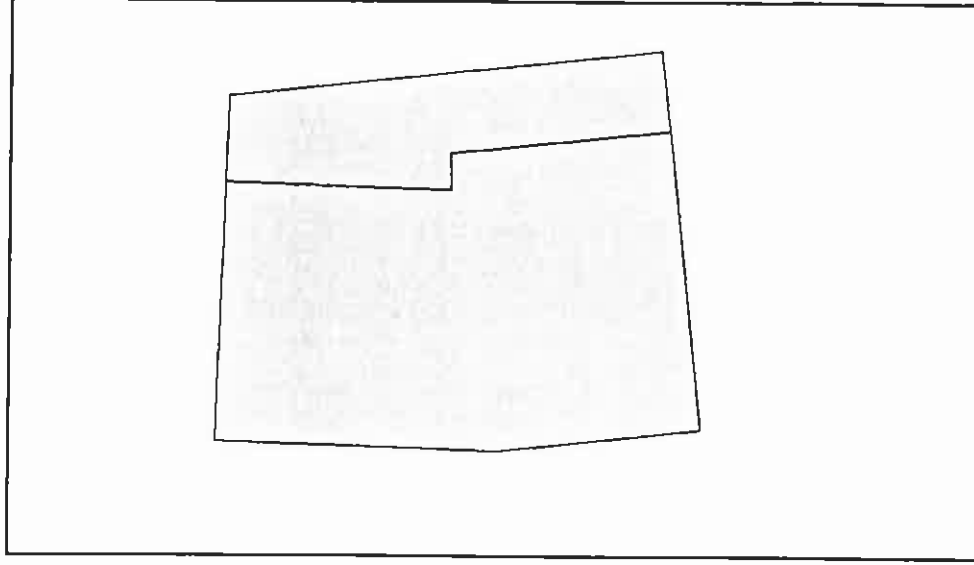
Existing Future Land Use



Legend

- COMM<_INDUSCopy
- RECREATION
- RESID&COMMERCIAL
- RESID_HIGH_DENSITY
- RESID_LOW_DENSITY
- OTHER_PUB_FACILITY
- PUBLIC_BLDG_GNDS
- COMMERCIAL
- RESID_MED_DENSITY

Proposed Future Land Use



Legend

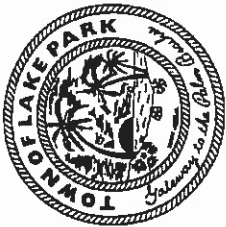
- Rec_Overlay
- Bioscience_2
- Parcels_PY
- Downtown
- Condo_density
- Resi_Low_Density
- Resi_medium
- Annexation
- Annex2_FLUM
- Comm_Lt_Industrial
- Pub_Bldg_Grounds
- Single_Fam
- Conservation
- Rec_Lands
- Other_Pub_Facilities
- Comm_Residential
- Commercial



0 0.01 0.02 0.04 Miles

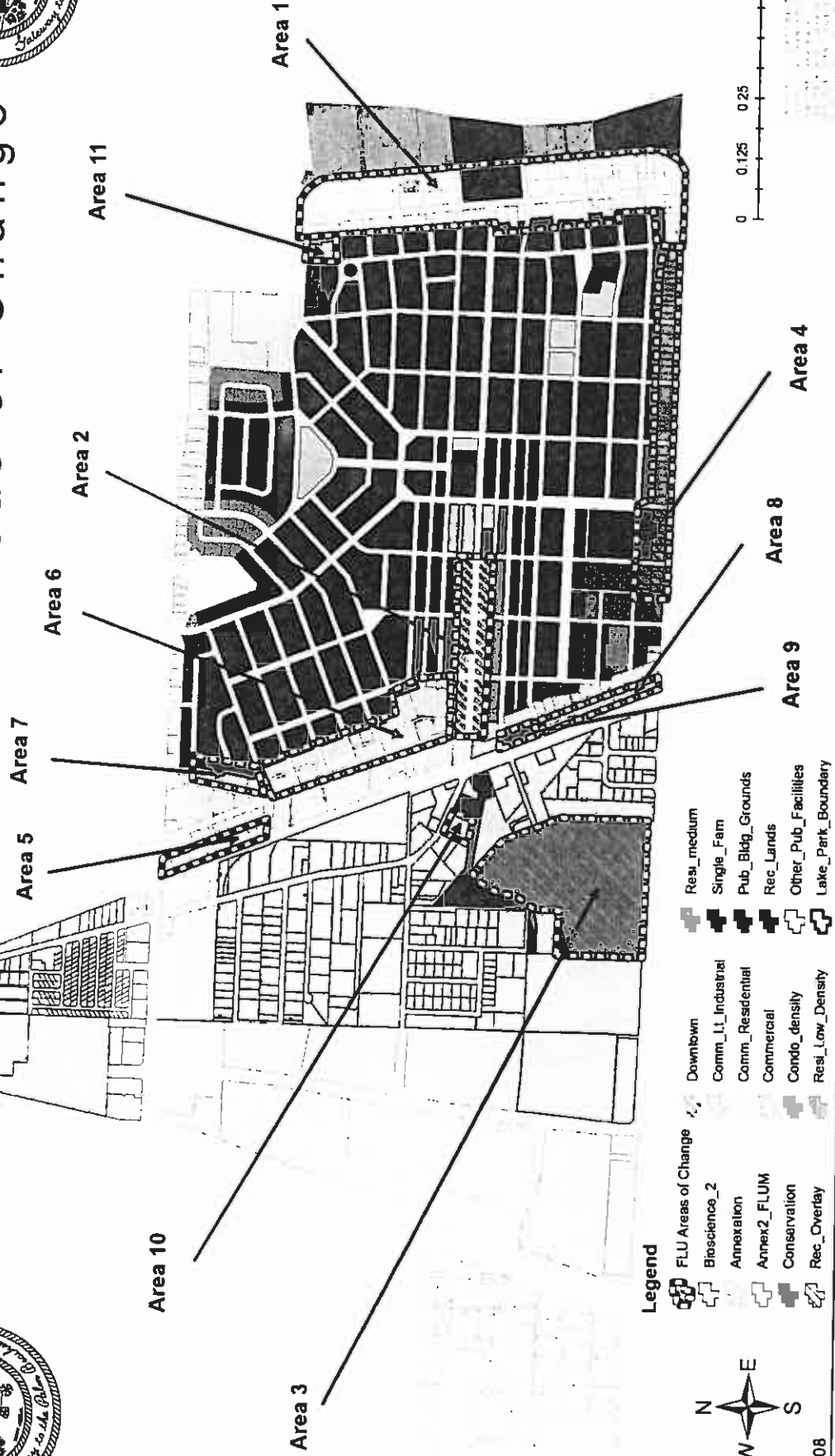
1.80 Total Acres

02-01-2008



Lake

Park Future Land Use Map Areas of Change



02-01-2008

Town of Lake Park
Potential Future Land Use Map Amendment – Area 1

Potential Amendment:	Change Commercial, Medium Density and Single Family Residential to Mixed Use
Size of Area:	41.99 acres
Potential Build-out based on current Future Land Use designation (Existing):	185 units, 1,572,864 s.f.
Potential Build-out based on proposed Future Land Use designation	1,133 units, 3,950,000 s.f.
Impacts to services from current Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	68,932 trips 319,321 gallons per day (gpd) 271,661 gpd 1.19 acres of recreation open space required 54 students (28 elem., 11 middle, 15 senior) 11,038 lbs/day
Impacts to services from proposed Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	144,000 trips 1,050,399 gpd 902,968 gpd 7.31 acres of recreation open space required 204 students (91 elem., 45 middle, 68 senior) 36,341 lbs/day
Comparative Impacts to Services: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	+75,068 trips +731,078 gpd +631,307 gpd +6.12 acres or required recreation open space +150 students (+68 elem., +34 middle, +53 senior) +25,303 lbs/day

Town of Lake Park
Potential Future Land Use Map Amendment – Area 2

Potential Amendment:	Change Residential/Commercial and Commercial to Downtown
Size of Area:	10.29 acres
Potential Build-out based on current Future Land Use designation (Existing):	8 units, 467,600 s.f.
Potential Build-out based on proposed Future Land Use designation	370 units, 1,344,000 s.f.
Impacts to services from current Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	20,160 trips 76,743 gallons per day (gpd) 65,242 gpd .05 acres of recreation open space required One student 2,675 lbs/day
Impacts to services from proposed Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	48,000 trips 354,870 gpd 302,117 gpd 2.39 acres of recreation open space required 67 students (30 elem., 15 middle, 22 senior) 12,165 lbs/day
Comparative Impacts to Services: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	+27,840 trips +278,127 gpd +236,875 gpd +2.34 acres or required recreation open space +64 students (+29 elem., +15 middle, +20 senior) +9,490 lbs/day

Town of Lake Park
Potential Future Land Use Map Amendment – Area 3

Potential Amendment:	Change Commercial and Light Industry to Conservation
Size of Area:	45.36 acres
Potential Build-out based on current Future Land Use designation (Existing):	3,961,763 s.f.
Potential Build-out based on proposed Future Land Use designation	n/a
Impacts to services from current Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	51,800 trips 624,978 gallons per day (gpd) 530,381 gpd 0 acres of recreation open space required 0 students 21,790 lbs/day
Impacts to services from proposed Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	0 trips 0 gpd 0 gpd 0 acres of recreation open space required 0 students 0 lbs/day
Comparative Impacts to Services: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	-51,800 trips -624,978 gpd -530,381 gpd 0 or required recreation open space 0 students -21,790 lbs/day

Town of Lake Park
Potential Future Land Use Map Amendment – Area 4

Potential Amendment:	Change Residential/Medium Density to Residential Low Density
Size of Area:	13.05 acres
Potential Build-out based on current Future Land Use designation (Existing):	206 units
Potential Build-out based on proposed Future Land Use designation	117 units
Impacts to services from current Future land Use build-out scenario:	
Roadways –	1,442 trips
Potable Water -	79,722 gallons per day (gpd)
Sewer –	68,029 gpd
Parks –	1.3 acres of recreation open space required
Schools –	37 students (17 elementary, 8 middle, 12 senior)
Solid Waste –	2,657 lbs/day
Impacts to services from proposed Future land Use build-out scenario:	
Roadways –	1,170 trips
Potable Water -	45,279 gpd
Sewer –	38,638 gpd
Parks –	.75 acres of recreation open space required
Schools –	34 students (18 elem., 7 middle, 9 senior)
Solid Waste –	1,509 lbs/day
Comparative Impacts to Services:	
Roadways –	-272 trips
Potable Water -	-34,443 gpd
Sewer –	-29,391 gpd
Parks –	-.55 acres or required recreation open space
Schools –	-3 students (+1 elem., -1 middle, -3 senior)
Solid Waste –	-1,148 lbs/day

Town of Lake Park
Potential Future Land Use Map Amendment – Area 5

Potential Amendment:	Change Commercial to Commercial and Commercial and Light Industry Density to Residential Low Density
Size of Area:	3.94 acres
Potential Build-out based on current Future Land Use designation (Existing):	206,474 s.f.
Potential Build-out based on proposed Future Land Use designation	312,063 s.f.
Impacts to services from current Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	9,000 trips 32,520 gallons per day (gpd) 27,642 gpd No acres of recreation open space required No students 1,136 lbs/day
Impacts to services from proposed Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	8,700 trips 49,150 gpd 41,778 gpd No acres of recreation open space required No students 1,716 lbs/day
Comparative Impacts to Services: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	-300 trips +16,630 gpd +14,136 gpd No impact No impact +580 lbs/day

Town of Lake Park
Potential Future Land Use Map Amendment – Area 6

Potential Amendment:	Change Residential/Medium Density to Commercial and Single Family
Size of Area:	26.79 acres
Potential Build-out based on current Future Land Use designation (Existing):	422 units
Potential Build-out based on proposed Future Land Use designation	3 units, 2,162,030 s.f.
Impacts to services from current Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	4,220 trips 163,314 gallons per day (gpd) 139,361 gpd 2.72 acres of recreation open space required 76 students (34 elementary, 17 middle, 25 senior) 5,444 lbs/day
Impacts to services from proposed Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	88,630 trips 341,681 gpd 290,443 gpd .02 acres of recreation open space required One elementary student 11,930 lbs/day
Comparative Impacts to Services: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	+84,410 trips +178,367 gpd +151,082 gpd -2.7 acres or required recreation open space -75 students (-33 elem., -17 middle, -25 senior) +6,486 lbs/day

Town of Lake Park
Potential Future Land Use Map Amendment – Area 7

Potential Amendment:	Change Residential and Commercial to Commercial
Size of Area:	3.88 acres
Potential Build-out based on current Future Land Use designation (Existing):	9 units, 243,378 s.f.
Potential Build-out based on proposed Future Land Use designation	304,223 s.f.
Impacts to services from current Future land Use build-out scenario:	
Roadways –	10,400 trips
Potable Water -	41,815 gallons per day (gpd)
Sewer –	38,081 gpd
Parks –	.06 acres of recreation open space required
Schools –	3 students (1 elementary, 1 middle, 1 senior)
Solid Waste –	1,513 lbs/day
Impacts to services from proposed Future land Use build-out scenario:	
Roadways –	13,081 trips
Potable Water -	47,915 gpd
Sewer –	40,728 gpd
Parks –	No acres of recreation open space required
Schools –	No students
Solid Waste –	1,673 lbs/day
Comparative Impacts to Services:	
Roadways –	+2,681 trips
Potable Water -	+6,100 gpd
Sewer –	+1,087 gpd
Parks –	-.06 acres or required recreation open space
Schools –	-3 students (-13 elem., -5 middle, -7 senior)
Solid Waste –	+160 lbs/day

Town of Lake Park
Potential Future Land Use Map Amendment – Area 8

Potential Amendment:	Change Commercial to Commercial and Light Industrial
Size of Area:	3.73 acres
Potential Build-out based on current Future Land Use designation (Existing):	193,400 s.f.
Potential Build-out based on proposed Future Land Use designation	292,461 s.f.
Impacts to services from current Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	8,400 trips 30,461 gallons per day (gpd) 25,892 gpd No acres of recreation open space required No students 1,064 lbs/day
Impacts to services from proposed Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	12,575 trips 46,063 gpd 39,154 gpd No acres of recreation open space required No students 1,609 lbs/day
Comparative Impacts to Services: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	+4,175 trips +15,602 gpd +13,362 gpd No impact No impact +545 lbs/day

Town of Lake Park
Potential Future Land Use Map Amendment – Area 9

Potential Amendment:	Change Commercial to Public Building
Size of Area:	2.28 acres
Potential Build-out based on current Future Land Use designation (Existing):	66,900 s.f.
Potential Build-out based on proposed Future Land Use designation	n/a
Impacts to services from current Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	2,800 trips 10,537 gallons per day (gpd) 8,956 gpd No acres of recreation open space required No students 368 lbs/day
Impacts to services from proposed Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	n/a n/a n/a n/a n/a n/a
Comparative Impacts to Services: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	-2,800 trips -10,537 gpd -8,956 gpd No impact No impact -368 lbs/day

Town of Lake Park
Potential Future Land Use Map Amendment – Area 10

Potential Amendment:	Change Commercial and Light Industrial to Public Building
Size of Area:	1.08 acres
Potential Build-out based on current Future Land Use designation (Existing):	94,089 s.f.
Potential Build-out based on proposed Future Land Use designation	n/a
Impacts to services from current Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	1,399 trips 14,819 gallons per day (gpd) 12,596 gpd No acres of recreation open space required No students 517 lbs/day
Impacts to services from proposed Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	n/a n/a n/a n/a n/a n/a
Comparative Impacts to Services: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	-1,399 trips -14,819 gpd -12,596 gpd No impact No impact -517 lbs/day

Town of Lake Park
Potential Future Land Use Map Amendment – Area 11

Potential Amendment:	Change Residential Medium Density and Other Public Facilities to Other Public Facilities
Size of Area:	1.8 acres
Potential Build-out based on current Future Land Use designation (Existing):	18 units
Potential Build-out based on proposed Future Land Use designation	n/a
Impacts to services from current Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	125 trips 6,966 gallons per day (gpd) 5,944 gpd .12 acres of recreation open space required 3 students (1 elementary, 1 middle, 1 senior) 232 lbs/day
Impacts to services from proposed Future land Use build-out scenario: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	n/a n/a n/a n/a n/a n/a
Comparative Impacts to Services: Roadways – Potable Water – Sewer – Parks – Schools – Solid Waste –	-125 trips -6,966 gpd -5,944 gpd -.12 acres of recreation and open space required -3 students (-1 elementary, -1 middle, -1 senior) -232 lbs per day

TAB 11

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 2, 2008

Agenda Item No. _____

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING
<input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input checked="" type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD
<input type="checkbox"/> CONSENT AGENDA

<input checked="" type="checkbox"/> Other: Presentation |
|--|---|

SUBJECT: Marina Renovations Grant Application

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager _____

Date: _____

Name/Title

Date of Actual Submittal

Originating Department: Town Manager	Costs: \$114,875 Funding Source: \$57,437 FIND Grant and \$57,438 Marina Enterprise Fund Acct. # _____	Attachments: Graphics, Estimates, and Resolution
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Yes I have notified everyone _____ OR Not applicable in this case _____: </div> <div style="width: 45%; text-align: center;"> Please initial one. </div> </div>	

Summary Explanation/Background: During the marina's three year demolition and construction period, there was no revenue generated, thus the marina enterprise fund balance was exhausted paying for expenses during that period. The Town's General fund loaned the marina \$725,000 over the three year period to continue paying for operational

expenses. Additionally, the Town has been expending dollars for marina construction deficiency issues, which the marina will eventually be required to pay back.

Although the Marina is currently "holding its own" financially, it would be difficult for the Marina to generate adequate funds to pay back the money owed to the Town's General Fund. Staff requested the assistance of Marine Engineer Robert Cutcher, of Cutcher and Associates for recommendations to increase revenue potential at the marina.

Mr. Cutcher recommended installing two fixed breakwater structures, eight slips, and the relocation of the fuel dock. He has developed a pro forma which he will present during a presentation at the commission meeting. Staff believes that this plan is a prudent business decision and an excellent means of increasing revenue to pay back the General Fund in a relatively short period of time. It also provides for increased revenue for the future.

Staff is requesting authorization to apply for grant dollars from Florida Inland Navigational District (F.I.N.D.) to fund 50% of the first phase of the project, which is the engineering, surveying and permitting. The total amount required for the 50% grant match is \$57,437. Staff is recommending financing the marina's 50% grant match for design and construction over a 10 yr. period. The debt service for the first phase of the project is \$3,600 per year. Funding for the construction phase of the project will be applied for during the 2009 grant cycle.

RESOLUTION NO. 21-04-08

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAKE PARK, FLORIDA
AUTHORIZING THE TOWN MANAGER TO
SUBMIT A GRANT APPLICATION FOR THE LAKE
PARK HARBOR MARINA BREAKWATER
PROJECT UNDER THE FLORIDA INLAND
NAVIGATION DISTRICT WATERWAYS
ASSISTANCE PROGRAM**

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is interested in carrying out the following described project for the enjoyment of the citizens of Lake Park and the State of Florida:

Project Title: Lake Park Harbor Marina Breakwater Project – Phase I

Total Estimated Cost: \$114,875

Brief Description of Project: Phase I consists of Engineering, Surveys, and Permitting of the project which will restructure and install new breakwater sections that will help calm the wave action in the entry to the basin, and in the marina proper.

AND, Florida Inland Navigation District financial assistance is required for the program described above.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida that the project described above be authorized:

AND, be it further resolved that said Town of Lake Park make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project on behalf of said Town of Lake Park,

AND, be it further resolved by the Town of Lake Park that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said Town of Lake Park for public use.
4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, BI 88.352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.
5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Town of Lake Park at a legal meeting held on this 12th day of March, 2008.

CUTCHER & ASSOCIATES, INC.: COASTAL ENGINEERS

900 EAST INDIANTOWN RD, STE 210
JUPITER, FLORIDA 33477
TELEPHONE: 561-748-6745

JOB: TOWN OF LAKE PARK

SHEET: 1 OF 3

CALCULATED: RJC DATE: 2-29-03

CHECKED:

CAPITOL IMPROVEMENTS
RELATED TO FIND
FUNDING ASSISTANCE
FY 2008/2009
VER 1.2

**I. INSTALLATION OF A FIXED, DETACHED BREAKWATER ADJACENT TO THE
EXISTING FISHING PIER**

- DUE TO LACK OF DESIGN DOCUMENTATION ON EXISTING STRUCTURE, FURTHER LOADING FROM BREAKING WAVE FORCES SHOULD NOT BE CONSIDERED.
- RECOMMEND THAT A VERTICAL BREAKWATER W/ RIP RAP BE INSTALLED ON THE NORTH SIDE OF EXISTING FISHING PIER
- PROPOSED BREAKWATER SHOULD BE COMPLIMENTRY OF CURRENT DESIGN FOR SOUTH BREAKWATER
- FIRST ORDER ESTIMATE FOR ABOVE DESIGN IS BASED ON EXISTING BID FOR SOUTH BREAKWATER @ \$1,300/ FT OF STRUCTURE:

$$130' \times \$1,300/\text{FT} = \$169,000 + 15\% \text{ MOB} = \$194,350 \text{ (STRUCTURE)}$$

- ENGINEERING
 - DESIGN @ 5% = \$9,717
 - SURVEYING (WILL REQUIRE A SUBMERCED LAND LEASE) @ 2% = \$3,887
 - PERMITTING @ 7.5% = \$14,576
 - CONSTRUCTION ADMINISTRATION @ 5% = \$ 9,717

TOTAL FOR ELEMENT I (EST)

ENGINEERING & SURVEYING -	\$ 37,897
CONSTRUCTION-	<u>194,350</u>
	\$232,247

CUTCHER & ASSOCIATES, INC. : COASTAL ENGINEERS

900 EAST INDIANTOWN RD, STE 210
JUPITER, FLORIDA 33477
TELEPHONE: 561-748-6745

JOB: TOWN OF LAKE PARK

SHEET: 2 OF 3

CALCULATED: RJC DATE: 2-29-03

CHECKED:

II. N-S ADDITION OF BREAKWATER TO REDUCE WAVE ENERGY IN MARINA CHANNEL ENTRANCE

- STRUCTURE CAN FOLLOW GENERAL DESIGN OF S. BREAKWATER (I.E. NO DECK, NO ACCESS) OR IT CAN BE SIMILAR IN DESIGN TO EXISTING FISHING PIER (I.E.. DECK STRUCTURE, FISHING ACCESS)
- CONSTRUCTION COST ESTIMATE:
 - NO DECKING - 120' @ 1,300/FT + 15% MOB = \$179,400
 - WITH DECKING - \$220/SQ FT; 130' X 8' = 1,040 X \$220 = \$228,800
- ENGINEERING
 - DESIGN @ 5% = \$8,970 (\$11,440)
 - SUREYING (WILL REQUIRER A SUBMERGED LAND LEASE) @ 2% = \$3,588 (\$4,576)
 - PERMITTING @ 7.5% = \$13,455 (\$17,160)
 - CONSTRUCTION ADMINISTRATION @ 5% = \$8,970 (\$11,440)

TOTAL FOR ELEMENT II (EST)	W/O DECK	WITH DECK
ENGINEERING & SURVEYING	\$ 34,983	\$ 44,616
CONSTRUCTION	<u>179,400</u>	<u>228,800</u>
	\$214,383	\$273,416

CUTCHER & ASSOCIATES, INC.: COASTAL ENGINEERS

900 EAST INDIANTOWN RD, STE 210
JUPITER, FLORIDA 33477
TELEPHONE: 561-748-6745

JOB: TOWN OF LAKE PARK

SHEET: 3 OF 3

CALCULATED: RJC DATE: 2-29-03

CHECKED:

**III. ADD FINGER PIERS TO EXISTING BREAKWATER, MODIFY EXISTING
FLOATING FUEL DOCK, & ADD 100 AMP SERVICE TO 8 NEW SLIPS**

- INSTALL 4 – 20' X 4' CONCRETE FINGER PIERS; 20' X 4' X \$120/SQ FT + 15% = \$11,040/PIER X 4
PIERS = \$44,160
- RELOCATE & SHORTEN FLOATING FUEL DOCK \$30,000 (EST)
- ADD 32 MOORING PILES @ \$1,100 = \$35,200
- ADD 100 AMP SERVICE FOR ADDITIONAL SLIPS @ \$5,000/SLIP X 8 = \$40,000
- ADD INTERIOR TRAINING WALL/WAVE BREAK @ \$1,100/FT. X 60' = \$66,000

CONSTRUCTION TOTAL = \$215,360

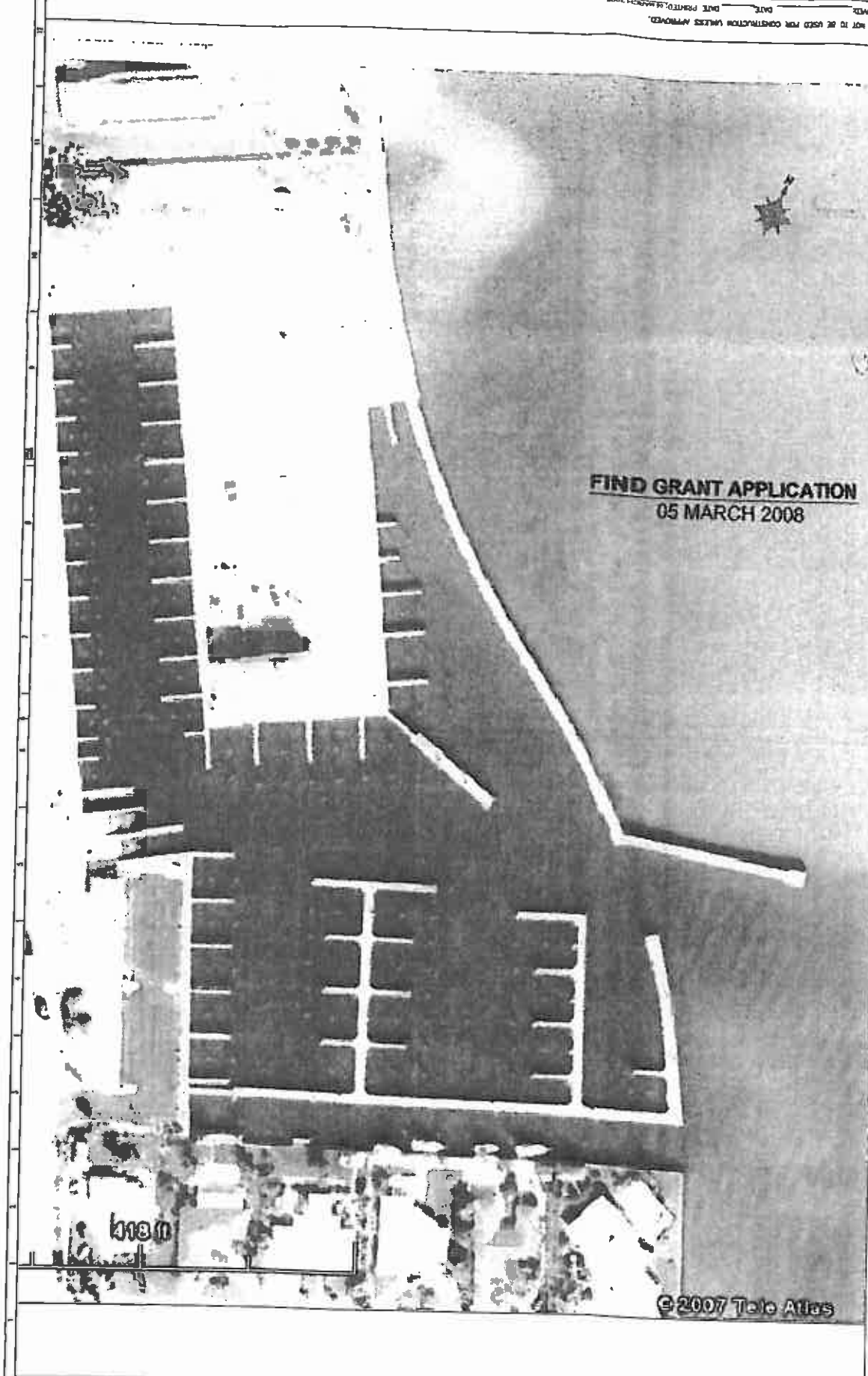
- ENGINEERING
 - DESIGN @ 5% = \$10,768
 - SUREYING (WILL REQUIRE A SUBMERGED LAND LEASE) @ 2% = \$4,307
 - PERMITTING @ 7.5% = \$16,152
 - CONSTRUCTION ADMINISTRATION @ 5% = \$10,768

TOTAL FOR ELEMENT III (EST)

ENGINEERING & SURVEYING	\$ 41,995
CONSTRUCTION	<u>215,360</u>
	\$257,355

TOTAL PROJECT COST

ELEMENT I	\$232,247
ELEMENT II	214,383
ELEMENT III	<u>257,355</u>
	\$703,985

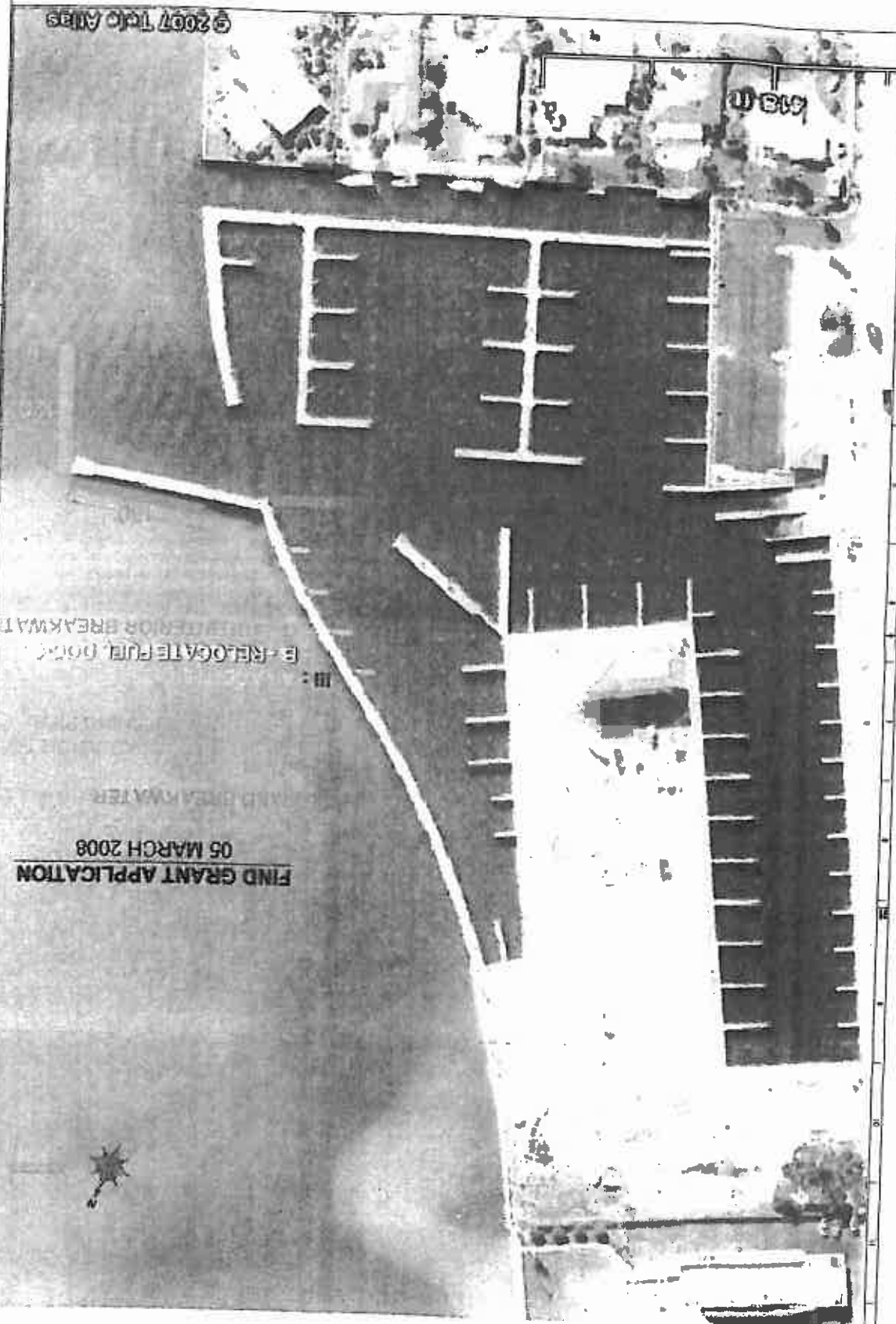


FIND GRANT APPLICATION
05 MARCH 2008

© 2007 Tele Atlas

100	200	300	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	2400	2500	2600	2700	2800	2900	3000	3100	3200	3300	3400	3500	3600	3700	3800	3900	4000	4100	4200	4300	4400	4500	4600	4700	4800	4900	5000	5100	5200	5300	5400	5500	5600	5700	5800	5900	6000	6100	6200	6300	6400	6500	6600	6700	6800	6900	7000	7100	7200	7300	7400	7500	7600	7700	7800	7900	8000	8100	8200	8300	8400	8500	8600	8700	8800	8900	9000	9100	9200	9300	9400	9500	9600	9700	9800	9900	10000	10100	10200	10300	10400	10500	10600	10700	10800	10900	11000	11100	11200	11300	11400	11500	11600	11700	11800	11900	12000	12100	12200	12300	12400	12500	12600	12700	12800	12900	13000	13100	13200	13300	13400	13500	13600	13700	13800	13900	14000	14100	14200	14300	14400	14500	14600	14700	14800	14900	15000	15100	15200	15300	15400	15500	15600	15700	15800	15900	16000	16100	16200	16300	16400	16500	16600	16700	16800	16900	17000	17100	17200	17300	17400	17500	17600	17700	17800	17900	18000	18100	18200	18300	18400	18500	18600	18700	18800	18900	19000	19100	19200	19300	19400	19500	19600	19700	19800	19900	20000	20100	20200	20300	20400	20500	20600	20700	20800	20900	21000	21100	21200	21300	21400	21500	21600	21700	21800	21900	22000	22100	22200	22300	22400	22500	22600	22700	22800	22900	23000	23100	23200	23300	23400	23500	23600	23700	23800	23900	24000	24100	24200	24300	24400	24500	24600	24700	24800	24900	25000	25100	25200	25300	25400	25500	25600	25700	25800	25900	26000	26100	26200	26300	26400	26500	26600	26700	26800	26900	27000	27100	27200	27300	27400	27500	27600	27700	27800	27900	28000	28100	28200	28300	28400	28500	28600	28700	28800	28900	29000	29100	29200	29300	29400	29500	29600	29700	29800	29900	30000	30100	30200	30300	30400	30500	30600	30700	30800	30900	31000	31100	31200	31300	31400	31500	31600	31700	31800	31900	32000	32100	32200	32300	32400	32500	32600	32700	32800	32900	33000	33100	33200	33300	33400	33500	33600	33700	33800	33900	34000	34100	34200	34300	34400	34500	34600	34700	34800	34900	35000	35100	35200	35300	35400	35500	35600	35700	35800	35900	36000	36100	36200	36300	36400	36500	36600	36700	36800	36900	37000	37100	37200	37300	37400	37500	37600	37700	37800	37900	38000	38100	38200	38300	38400	38500	38600	38700	38800	38900	39000	39100	39200	39300	39400	39500	39600	39700	39800	39900	40000	40100	40200	40300	40400	40500	40600	40700	40800	40900	41000	41100	41200	41300	41400	41500	41600	41700	41800	41900	42000	42100	42200	42300	42400	42500	42600	42700	42800	42900	43000	43100	43200	43300	43400	43500	43600	43700	43800	43900	44000	44100	44200	44300	44400	44500	44600	44700	44800	44900	45000	45100	45200	45300	45400	45500	45600	45700	45800	45900	46000	46100	46200	46300	46400	46500	46600	46700	46800	46900	47000	47100	47200	47300	47400	47500	47600	47700	47800	47900	48000	48100	48200	48300	48400	48500	48600	48700	48800	48900	49000	49100	49200	49300	49400	49500	49600	49700	49800	49900	50000	50100	50200	50300	50400	50500	50600	50700	50800	50900	51000	51100	51200	51300	51400	51500	51600	51700	51800	51900	52000	52100	52200	52300	52400	52500	52600	52700	52800	52900	53000	53100	53200	53300	53400	53500	53600	53700	53800	53900	54000	54100	54200	54300	54400	54500	54600	54700	54800	54900	55000	55100	55200	55300	55400	55500	55600	55700	55800	55900	56000	56100	56200	56300	56400	56500	56600	56700	56800	56900	57000	57100	57200	57300	57400	57500	57600	57700	57800	57900	58000	58100	58200	58300	58400	58500	58600	58700	58800	58900	59000	59100	59200	59300	59400	59500	59600	59700	59800	59900	60000	60100	60200	60300	60400	60500	60600	60700	60800	60900	61000	61100	61200	61300	61400	61500	61600	61700	61800	61900	62000	62100	62200	62300	62400	62500	62600	62700	62800	62900	63000	63100	63200	63300	63400	63500	63600	63700	63800	63900	64000	64100	64200	64300	64400	64500	64600	64700	64800	64900	65000	65100	65200	65300	65400	65500	65600	65700	65800	65900	66000	66100	66200	66300	66400	66500	66600	66700	66800	66900	67000	67100	67200	67300	67400	67500	67600	67700	67800	67900	68000	68100	68200	68300	68400	68500	68600	68700	68800	68900	69000	69100	69200	69300	69400	69500	69600	69700	69800	69900	70000	70100	70200	70300	70400	70500	70600	70700	70800	70900	71000	71100	71200	71300	71400	71500	71600	71700	71800	71900	72000	72100	72200	72300	72400	72500	72600	72700	72800	72900	73000	73100	73200	73300	73400	73500	73600	73700	73800	73900	74000	74100	74200	74300	74400	74500	74600	74700	74800	74900	75000	75100	75200	75300	75400	75500	75600	75700	75800	75900	76000	76100	76200	76300	76400	76500	76600	76700	76800	76900	77000	77100	77200	77300	77400	77500	77600	77700	77800	77900	78000	78100	78200	78300	78400	78500	78600	78700	78800	78900	79000	79100	79200	79300	79400	79500	79600	79700	79800	79900	80000	80100	80200	80300	80400	80500	80600	80700	80800	80900	81000	81100	81200	81300	81400	81500	81600	81700	81800	81900	82000	82100	82200	82300	82400	82500	82600	82700	82800	82900	83000	83100	83200	83300	83400	83500	83600	83700	83800	83900	84000	84100	84200	84300	84400	84500	84600	84700	84800	84900	85000	85100	85200	85300	85400	85500	85600	85700	85800	85900	86000	86100	86200	86300	86400	86500	86600	86700	86800	86900	87000	87100	87200	87300	87400	87500	87600	87700	87800	87900	88000	88100	88200	88300	88400	88500	88600	88700	88800	88900	89000	89100	89200	89300	89400	89500	89600	89700	89800	89900	90000	90100	90200	90300	90400	90500	90600	90700	90800	90900	91000	91100	91200	91300	91400	91500	91600	91700	91800	91900	92000	92100	92200	92300	92400	92500	92600	92700	92800	92900	93000	93100	93200	93300	93400	93500	93600	93700	93800	93900	94000	94100	94200	94300	94400	94500	94600	94700	94800	94900	95000	95100	95200	95300	95400	95500	95600	95700	95800	95900	96000	96100	96200	96300	96400	96500	96600	96700	96800	96900	97000	97100	97200	97300	97400	97500	97600	97700	97800	97900	98000	98100	98200	98300	98400	98500	98600	98700	98800	98900	99000	99100	99200	99300	99400	99500	99600	99700	99800	99900	100000	100100	100200	100300	100400	100500	100600	100700	100800	100900	101000	101100	101200	101300	101400	101500	101600	101700	101800	101900	102000	102100	102200	102300	102400	102500	102600	102700	102800	102900	103000	103100	103200	103300	103400	103500	103600	103700	103800	103900	104000	104100	104200	104300	104400	104500	104600	104700	104800	104900	105000	105100	105200	105300	105400	105500	105600	105700	105800	105900	106000	106100	106200	106300	106400	106500	106600	106700	106800	106900	107000	107100	107200	107300	107400	107500	107600	107700	107800	107900	108000	108100	108200	108300	108400	108500	108600	108700	108800	108900	109000	109100	109200	109300	109400	109500	109600	109700	109800	109900	110000	110100	110200	110300	110400	110500	110600	110700	110800	110900	111000	111100	111200	111300	111400	111500	111600	111700	111800	111900	112000	112100	112200	112300	112400	112500	112600	112700	112800	112900	113000	113100	113200	113300	113400	113500	113600	113700	113800	113900	114000	114100	114200	114300	114400	114500	114600	114700	114800	114900	115000	115100	115200	115300	115400	115500	115600	115700	115800	115900	116000	116100	116200	116300	116400	116500	116600	116700	116800	116900	117000	117100	117200	117300	117400	117500	117600	117700	117800	117900	118000	118100	118200	118300	118400	118500	118600	118700	118800	118900	119000	119100	119200	119300	119400	119500	119600	119700	119800	119900	120000	120100	120200	120300
-----	-----	-----	-----	-----	-----	-----	-----	-----	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------

WINDOW INFORMATION			TOWN OF LAKE PARK		
AS-BUILT	DATE	BY	ENGINEER	DATE	BY



9 2007 TULO ALPS

43810

FIND GRANT APPLICATION
05 MARCH 2008

B-RELOCATE PUL DOCK

SENIOR BREAKWATER

NO.	DATE	DESCRIPTION	BY	DATE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

TOWN OF LAKE PARK
FIND GRANT APPLICATION

CUTCHER & ASSOCIATES, INC.
COASTAL ENGINEERS
721 North U.S. Highway 1
Ft. Pierce, Florida 34949
Tel: (888) 786-6755 Fax: (888) 746-6665
www.cutcher-engineers.com



NO.	DATE	DESCRIPTION	BY	DATE
1	2008-2-21			
2				
3				
4				
5				
6				
7				
8				
9				
10				

NOTE: NOT TO BE USED FOR CONSTRUCTION UNLESS APPROVED.
APPROVED: _____ DATE: _____ DATE PRINTED: 01/25/2008

TAB 12

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 2, 2008

Agenda Item No.

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> RESOLUTION

<input checked="" type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: Designation of Voting Delegate and Alternate(s) to the Palm Beach County League of Cities, Inc.

RECOMMENDED MOTION/ACTION: Designate a Voting Delegate Member and Alternates to the Palm Beach County League of Cities.

Approved by Town Manager

W. Davis

Date:

3/25/08

Vivian Mendez
 Name/Title

3/25/08
 Date of Actual Submittal

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. #	Attachments: Directory & Contact Form Voting Delegate & Alternates Form
Department Review: <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <i>YML</i> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. Yes I have notified everyone _____ OR Not applicable in this case <i>YML</i> : Please initial one.	

Summary Explanation/Background: The Town Clerk's Office is in receipt of the Request for Designation of Voting Delegate & Alternate(s) to the Palm Beach County League of Cities. It is requested that the Town Commission designate its voting delegates and respective alternates to the Palm Beach County League of Cities.



Palm Beach County LEAGUE of CITIES, Inc.

Directory & Contact Update Form

To keep the League directory and notification methods as current and up-to-date as possible, please provide us with any changes or updates within your town council/commission, membership and/or necessary municipal information. Thank you for your assistance!

Town-City-Village Name:	Population:
<u>Town of Lake Park</u>	
Official Address:	
<u>535 Park Ave, Lake Park, FL 33403</u>	
Telephone:	Fax:
<u>561. 881. 3300</u>	<u>561. 881. 3313</u>
Schedule of Meetings:	
<u>1st & 3rd Wednesday of Each Month</u>	
Next Election Date:	Office Hours:
<u>March 2009</u>	<u>8:30 - 5pm</u>
Website:	
<u>www.lakeparkflorida.gov</u>	
Mayor:	E-mail:
<u>Desca DuBois</u>	<u>mayor@lakeparkflorida.gov</u>
Mayor Pro Tem:	E-mail:
Vice Mayor:	E-mail:
<u>Edward Daly</u>	<u>edaly@lakeparkflorida.gov</u>
Vice Mayor Pro Tem:	E-mail:
Councilmembers/Commissioners:	E-mail:
<u>G. Chuck Balins</u>	<u>cbalins@lakeparkflorida.gov</u>
<u>Jeff Corey</u>	<u>jcorey@lakeparkflorida.gov</u>
<u>Patricia Osterman</u>	<u>posterman@lakeparkflorida.gov</u>
Town/City/Village Manager:	E-mail:
<u>Maria V. Davis</u>	<u>mdavis@lakeparkflorida.gov</u>
Assistant Manager:	E-mail:
Town/City/Village Clerk:	E-mail:
<u>Vivian Mendez</u>	<u>vmendez@lakeparkflorida.gov</u>
Attorney:	E-mail:
<u>Thomas J. Baird</u>	<u>tbaird@tjbaird law.com</u>
Police Chief:	E-mail:
Fire Chief:	E-mail:

Please return this form to the League office no later than April 18, 2008.



Palm Beach County LEAGUE of CITIES, Inc.

Designation of Voting Delegate & Alternate(s) to the Palm Beach County League of Cities, Inc.

In accordance with Article Four of the Bylaws of the Palm Beach County League of Cities, Inc., as amended January 25, 2006, the governing body of (City, Town, Village name):

Town of Lake Park

Took the official action and designated the following voting delegate and alternate(s) to vote on behalf of the above named municipality at any League of Cities general membership meeting, special general membership meeting and/or function of the general membership. Such delegates and/or alternates are **NOT** authorized to vote at any meeting of the Board of Directors.

<u>Voting Delegate</u>	<u>Email:</u>
<u>Alternate(s)</u>	<u>Email:</u>
<u>Alternate(s)</u>	<u>Email:</u>
<u>Alternate(s)</u>	<u>Email:</u>
<u>Alternate(s)</u>	<u>Email:</u>
<u>Alternate(s)</u>	<u>Email:</u>
<u>Alternate(s)</u>	<u>Email:</u>

Action taken this _____ day of _____, 2008

_____ *Mayor Signature*

Attest:

_____ *Clerk Signature* (SEAL)

TAB 13

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: April 2, 2008

Agenda Item No.

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING
<input type="checkbox"/> GENERAL APPROVAL OF ITEM
<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION
<input checked="" type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD
<input type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Electronic Barrier Arms for Entrances/Exits at the Marina

RECOMMENDED MOTION/ACTION: Defer Acquisition

Approved by Town Manager

He. Davis

Date:

3/28/08

Name/Title

Date of Actual Submittal

Originating Department: Town Manager	Costs: \$ See Attached Funding Source: Acct. #	Attachments: Proposals
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	
Yes I have notified everyone _____ or Not applicable in this case _____ Please initial one.		

Summary Explanation/Background: The Town Commission requested staff to obtain proposals for electronic barriers arms to increase security at the marina. Staff obtained three quotes as follows:

Budget Gate Systems, Inc.

Front Entrance and Exit:	\$14,185
Boat Ramps	<u>\$13,650</u>
	\$27,835 excluding electric

Access Control Fence Co., Inc.

Front Entrance and Exit	
Boat Ramps	\$38,887

Superior Security Solutions, Inc.

Front Entrance and Exit	
Boat Ramps	\$37,475 excluding electric

Due to budgetary constraints, staff did not compare the proposals for scope of work. Staff is recommending against acquisition of the gate systems at this time.



Proposal



SOUTH
FLORIDA
FENCE
ASSOCIATION
An Affiliate
Of The American
Fence Association

BUDGET GATE SYSTEMS, INC.

1158 SOUTH MILITARY TRAIL • P.O. BOX 15757 • WEST PALM BEACH, FLORIDA 33415 • PHONE (561) 793-6404 • FAX (561) 793-6645

Date 2-28-08

We propose, subject to acceptance at the Home Office as hereinafter set forth, to install on your property in accordance with quantities listed below:

Name Town of Lake Park Marina ATTN Mike Pisano

Address 105 Lake Shore Dr.
Lake Park, FL 33403 Phone 881-3353 Fax 881-3355

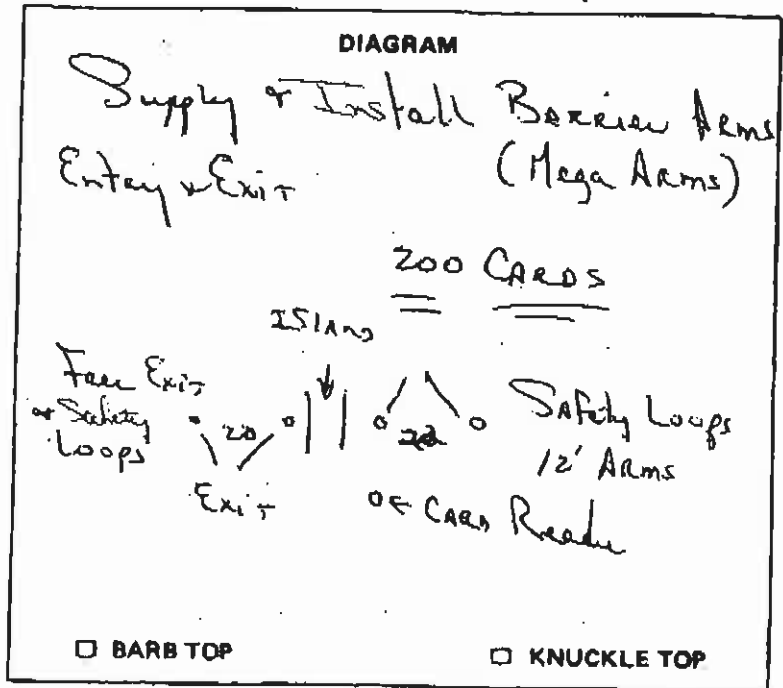
This contract is expressly subject to covenants, conditions and approval by an Officer of the Company.

The Purchaser is obligated to pay for extra material and labor that has not been listed on this contract. All material, unless otherwise expressly provided, shall be in accord with Seller's Standard Specifications.

Notes: Electric by others
Additional cards \$4.00 each

TYPE _____ HEIGHT _____
WIRE/WOOD _____ FOOTAGE _____
TOP RAIL _____ LINE POSTS _____
WALK GATES _____
TERMINAL POSTS _____
DRIVE GATES _____
ESTIMATED PERMIT _____
TOTAL _____

This fence remains the property of Budget Gate Systems, Inc. until charges are completely paid.



TOTAL CASH PRICE \$ 14185.00

DOWN PAYMENT \$ 7090.00

SEE REVERSE SIDE FOR GENERAL CONDITIONS AND GUARANTEE OF FENCE.

SALESMAN:

Tommy Carson
(REPRESENTATIVE)

PURCHASER:

By: _____ (Seal)

By: _____ (Seal)

ACCEPTED:

BUDGET GATE SYSTEMS, INC.

By: _____ at West Palm Beach, Florida, this _____ day of _____, 20____

(PROPERTY LINES ARE TO BE CLEARED BY PURCHASER UNLESS WRITTEN ARRANGEMENTS ARE MADE.)



Proposal



BUDGET GATE SYSTEMS, INC.

1156 SOUTH MILITARY TRAIL • P.O. BOX 15757 • WEST PALM BEACH, FLORIDA 33415 • PHONE (561) 793-6404 • FAX (561) 793-6645

Date: 2-28-08

We propose, subject to acceptance at the Home Office as hereinafter set forth, to install on your property in accordance with quantities listed below:

Name: The Town of Lake Park Marina and Mike Pising

Address: 105 Lake Shore Dr.

Lake Park, FL 33403 Phone: 881-3353 Fax: 881-3355

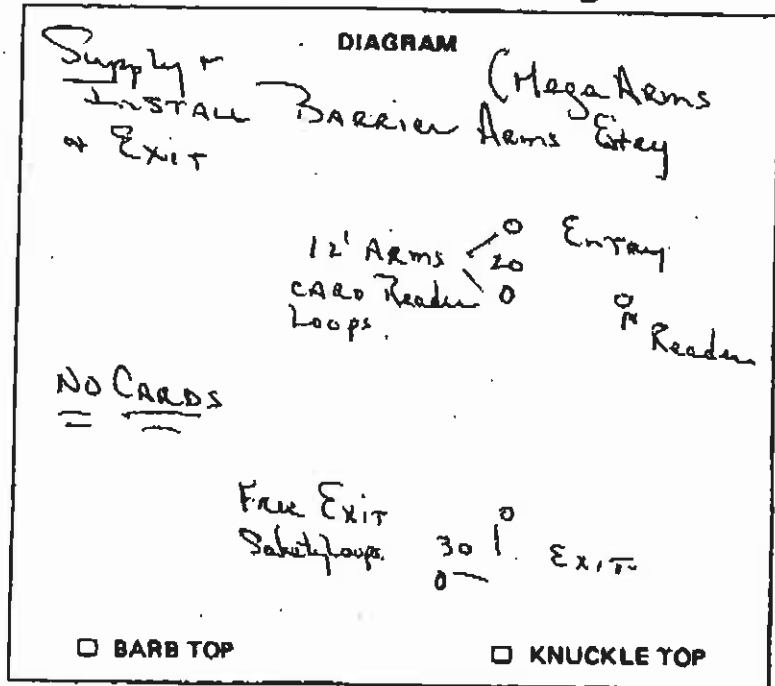
This contract is expressly subject to covenants, conditions and approval by an Officer of the Company.

The Purchaser is obligated to pay for extra material and labor that has not been listed on this contract. All material, unless otherwise expressly provided, shall be in accord with Seller's Standard Specifications.

Notes: Job Site - Boat Ramp
CARDS COST \$4.00 Each Electric by others

TYPE _____ HEIGHT _____
WIREWOOD _____ FOOTAGE _____
TOP RAIL _____ LINE POSTS _____
WALK GATES _____
TERMINAL POSTS _____
DRIVE GATES _____
ESTIMATED PERMIT _____
TOTAL _____

This fence remains the property of Budget Gate Systems, Inc. until charges are completely paid.



TOTAL CASH PRICE \$ 13650.00

DOWN PAYMENT \$ 6825.00

SEE REVERSE SIDE FOR GENERAL CONDITIONS AND GUARANTEE OF FENCE.

SALESMAN:

Tony Casper
(REPRESENTATIVE)

PURCHASER:

By: _____ (Seal)

By: _____ (Seal)

ACCEPTED:

BUDGET GATE SYSTEMS, INC.

By: _____ at West Palm Beach, Florida, this _____ day of _____, 20____

(PROPERTY LINES ARE TO BE CLEARED BY PURCHASER UNLESS WRITTEN ARRANGEMENTS ARE MADE.)



Access Control Fence Co. Inc.

14607 89th Place North
Loxahatchee, FL 33470
Office 561-793-5270
Fax 561-792-5815

Estimate

Number: **E460**

Date: **March 07, 2008**

Bill To:

Town of Lake Park
105 Lake Shore Dr
Lake Park, FL 33404

Project site

Town of Lake Park
105 Lake Shore Dr
Lake Park, FL 33404

Home Number	Cell Number	Fax Number	Contact Name	Project Name	Deposit/PO#
881-3353		881-3355	Michael Pisano	Lake Park Marina	50%

Description	Qty	Rate	Discount	Amount
Marina Entrance				
Liftmaster Barrier arm tower cabinet set as master/slave installed	2.00	3,227.26		6,454.52
Liftmaster Barrier arm 15' striped boom with counter weight	2.00	357.56		715.12
Close loop detector	1.00	180.43		180.43
Cut in style close loop	1.00	517.00		517.00
7 day timer	1.00	211.82		211.82
Marina Exit				
Liftmaster Barrier arm tower cabinet set as master/slave installed	2.00	3,227.26		6,454.52
Liftmaster Barrier arm 15' striped boom with counter weight	2.00	357.56		715.12
Free exit detector	1.00	180.43		180.43
Cut in style free exit	1.00	517.00		517.00
Safety loop detector	1.00	180.43		180.43
Cut in style safety loop	1.00	517.00		517.00

Estimates, Bids and Quotes are good for 7 days unless otherwise specified
Payment will be considered LATE 15 days after completion
If you don't see an item listed in this estimate, please do NOT assume it's included

Access Control Fence Co. Inc.
Authorized Representative _____

Date _____

Acceptance By Owner or
Authorized Representative _____

Date _____

BY SIGNING, THIS PROPOSAL BECOMES A CONTRACT AND IS LEGALLY BINDING TO THE TERMS ON THE REVERSE SIDE.
BY SIGNING THIS CONTRACT, CUSTOMER HAS READ AND AGREES TO ALL TERMS ON REVERSE SIDE.



Access Control Fence Co. Inc.

14607 89th Place North
Loxahatchee, FL 33470
Office 561-793-5270
Fax 561-792-5815

Estimate

Number: **E460**

Date: **March 07, 2008**

Bill To:

Town of Lake Park
105 Lake Shore Dr
Lake Park, FL 33404

Project site

Town of Lake Park
105 Lake Shore Dr
Lake Park, FL 33404

Home Number	Cell Number	Fax Number	Contact Name	Project Name	Deposit/PO#
881-3353		881-3355	Michael Pisano	Lake Park Marina	50%

Description	Qty	Rate	Discount	Amount
Parking Lot Entrance				
Liftmaster Barrier arm tower cabinet set as master/slave installed	2.00	3,227.26		6,454.52
Liftmaster Barrier arm 15' striped boom with counter weight	2.00	357.56		715.12
Close loop detector	1.00	180.43		180.43
Cut in style close loop	1.00	517.00		517.00
7 day timer	1.00	211.82		211.82
Parking Lot Exit				
Liftmaster Barrier arm tower cabinet set as master/slave installed	2.00	3,227.26		6,454.52
Liftmaster Barrier arm 15' striped boom with counter weight	2.00	357.56		715.12
Free exit detector	1.00	180.43		180.43
Cut in style free exit	1.00	517.00		517.00
Safety loop detector	1.00	180.43		180.43
Cut in style safety loop	1.00	517.00		517.00

Estimates, Bids and Quotes are good for 7 days unless otherwise specified
Payment will be considered LATE 15 days after completion
If you don't see an item listed in this estimate, please do NOT assume it's included

Access Control Fence Co. Inc.
Authorized Representative _____

Date _____

Acceptance By Owner or
Authorized Representative _____

Date _____

BY SIGNING, THIS PROPOSAL BECOMES A CONTRACT AND IS LEGALLY BINDING TO THE TERMS ON THE REVERSE SIDE.
 BY SIGNING THIS CONTRACT, CUSTOMER HAS READ AND AGREES TO ALL TERMS ON REVERSE SIDE.



Access Control Fence Co. Inc.

14607 89th Place North
Loxahatchee, FL 33470
Office 561-793-5270
Fax 561-792-5815

Estimate

Number: E460

Date: March 07, 2008

Bill To:

Town of Lake Park
105 Lake Shore Dr
Lake Park, FL 33404

Project site

Town of Lake Park
105 Lake Shore Dr
Lake Park, FL 33404

Home Number	Cell Number	Fax Number	Contact Name	Project Name	Deposit/PO#
881-3353		881-3355	Michael Pisano	Lake Park Marina	50%

Description	Qty	Rate	Discount	Amount
Concrete pad for Liftmaster Barrier arm (price subject to change according to pricing at the time of installation and engineer drawings)	8.00	700.00		5,600.00

This is an estimation, pricing is subject to change depending on material pricing at the time of approval.
Customer has requested they use their own electrician to install all electrical and crosspipes at their expense.
Pricing does not include engineered drawings, blueprints, permits or permit fees.

Does NOT Include any card readers, software, gooseneck stands or any means of entry equipment. Several attempts have been made to
Alarm Lock for a quote on equipmrnt that matches the marina's existing equipment with no success. Customer is entitled to choose the
equipment that best suits their needs which we will quote the purchase and installation of said equipment at that time.

Total \$38,886.78

Estimates, Bids and Quotes are good for 7 days unless otherwise specified
Payment will be considered LATE 15 days after completion
If you don't see an item listed in this estimate, please do NOT assume it's included

Access Control Fence Co. Inc.
Authorized Representative _____

Date _____

Acceptance By Owner or

Authorized Representative _____ Date _____

BY SIGNING, THIS PROPOSAL BECOMES A CONTRACT AND IS LEGALLY BINDING TO THE TERMS ON THE REVERSE SIDE.
BY SIGNING THIS CONTRACT, CUSTOMER HAS READ AND AGREES TO ALL TERMS ON REVERSE SIDE.

SUPERIOR SECURITY SOLUTIONS INC.

633 D ALTERNATE A1A
 JUPITER, FL 33477
 Ph.561744-6700
 Fx.561-747-9303

Estimate

Date	Estimate #
3/13/2008	8374

Name / Address
Town Of Lake Park Lake Park Marina Lake Park, FL 33408

			Project
Description	Qty	Cost	Total
DC Solutions Mega Arm Pedestal Style Barrier Arm Gates With Arms 15'	9	0.00	0.00T
HID Stand alone card reader with key pad and pedestal	3	0.00	0.00T
Steel Bollards 4' H X 4" round with cover	3	0.00	0.00T
Removable 4" round steel bollards with cover	2	0.00	
Install all equipment complete		37,475.00	37,475.00
CUSTOMER SUPPLIES ELECTRICAL TO GATE OPERATORS 75% DEPOSIT AND 25% UPON COMPLETION AND SATISFACTION OF WORK DONE			
Subtotal			\$37,475.00
Sales Tax (6.5%)			\$0.00
Total			\$37,475.00